



# Lea County Board of County Commissioners



Regular Meeting  
Thursday, September 2, 2021 9:00 A.M.

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



# LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Thursday, September 2, 2021 9:00 A.M.  
Regular Meeting

Lea County Courthouse  
100 North Main, Lovington, New Mexico 88260



## Lea County Board of County Commissioners Regular Meeting

Thursday, September 2, 2021 9:00 A.M.

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

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

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

### AGENDA

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

#### ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-SEP-183R Approving the August 19, 2021 Regular Meeting Minutes.
- Public Comments (*Non Agenda Items*).
- Commissioners and Manager Comments.
- Consideration of Lea County Resolution No. 21-SEP-184R Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal. (*Vice Chair Dean Jackson, Commissioner – District 1*)

#### ITEM 02: ACTION ITEMS

- Consideration of Lea County Resolution No. 21-SEP-185R Approving a Memorandum of Understanding Between Lea County and the City of Hobbs for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG). (*Corey Helton, County Sheriff*)
- Consideration of Lea County Resolution No. 21-SEP-186R Approving a Buyboard Cooperative Purchasing Agreement between Lea County and Axon Enterprise, Inc. for the Taser 7 Products for the Lea County Sheriff's Office. (*Corey Helton, County Sheriff*)
- Consideration of Lea County Resolution No. 21-SEP-187R Approving Lea County's Infrastructure Capital Improvements Plan (ICIP) for Fiscal Year 2023 – 2027. (*Michael Gallagher, County Manager*)
- Consideration of Lea County Resolution No. 21-SEP-188R Approving a Recommendation from a Freeholders Regarding the Request to Vacate a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico. (*Bruce Reid, County Planner*)

- Consideration of Lea County Resolution No. 21-SEP-189R Approving the 2021 – 2022 3<sup>rd</sup>/Final Option to Renew Agreement between Lea County and Keefe Commissary Network LLC/Trinity Services Group for Detainee Commissary and Food Cart Services at the Lea County Detention Center. *(Ruben Quintana, Warden)*
- Consideration of Lea County Resolution No. 21-SEP-190R Approving the Lea County Procurement Policy. *(Chip Low, Finance Director)*
- Consideration of Lea County Resolution No. 21-SEP-191R Approving Budget Adjustment No. 01 Fiscal Year 2021 - 2022. *(Chip Low, Finance Director)*
- Consideration of Lea County Resolution No. 21-SEP-192R Approving the Lea County Indigent Claims Burial/Cremation Report. *(Chip Low, Finance Director)*

**ITEM 03: DISCUSSION ITEMS**

- Discussion of the 2021 Lea County Fair & PRCA Rodeo. *(Jim Kemp, General Manager)*
- Discussion of the American Rescue Plan Act of 2021 Funding. *(Michael Gallagher, County Manager)*
- Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities. *(Lorenzo Velasquez, Emergency Manager; Corey Needham, Assistant County Manager)*

**ITEM 04: EXECUTIVE SESSION**

- COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Pending Litigation Involving County Records and Pending Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

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

**ITEM 05: OTHER BUSINESS**

**ADJOURN**

*~ Please join us for our next regular meeting on Thursday, September 30, 2021 at 9:00 A.M. ~*





# Consideration of Lea County Resolution No. 21-SEP-183R Approving the August 19, 2021 Regular Meeting Minutes

## Minutes of Meeting Lea County Board of Commissioners August 19, 2021

Vice Chair Jackson called the meeting to order at 9:01 a.m. in the Lea County Courthouse

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

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

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

### ITEM 01: COMMISSION

- Consideration of Lea County Resolution No. 21-AUG-165R Approving the July 22, 2021 Regular Meeting Minutes.

Vice Chair Jackson requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution No. 21-AUG-165R Approving the July 22, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Public Comments

No Public Comments

- Commissioners and Manager Comments

Commissioner Sims stated that he had met with a couple of businesses the past couple of weeks that are interested in coming to this area.

Commissioner Eidson reminded everyone that school had started and to be aware of school zones and to pray that we get through the year without having to close school back down.

Commissioner Sena welcomed and expressed appreciation for Superintendent Strickland and Superintendent Gandy. He stated that he attended Eagle Night and mentioned how excited everyone was for the coming year. He stated it was going to be a great year with some good things happening.

## STATE OF NEW MEXICO COUNTY OF LEA RESOLUTION NO. 21-SEP-183R 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 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

### LEA COUNTY BOARD OF COUNTY COMMISSIONERS

Rebecca Long (District 2), Chair  
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

Resolution No. 21-SEP-183R  
LCBCC Regular Meeting 09-02-2021  
Page 1 of 2

MINUTES  
OF  
MEETING



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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sstout@leacounty.net](mailto:sstout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: <p align="center">08/23/2021</p>		<b>SUBMITTED BY</b> Name, Title, Dept: <p>Teri Davis, Recording Secretary/Deputy Clerk, Clerk's Office</p>	
<b>SUBJECT:</b> <p>Minutes</p>		<b>ATTACHMENT(S):</b> <p>Resolution Draft Minutes</p>	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> <p>1 Resolution; 1 Set of Minutes</p>		<b>ACTION REQUESTED:</b> <p>Action Item</p>	
<b>BUDGET LINE ITEM NUMBER:</b> <p>N/A</p>		<b>FISCAL BUDGET YEAR:</b> <p>N/A</p>	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: <p>Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.</p>			
<b>SUMMARY:</b> <p>See attached draft minutes submitted by Teri Davis, Recording Secretary/Deputy Clerk, for the following LCBCC meetings:  August 19, 2021 Regular Meeting</p>			
<b>Requested Items Needed for Presentation</b> Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		<b>See Additional Summary Attached</b> <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b> <p>Review &amp; Approve Minutes</p>		<b>Submitter's Signature</b> <p>Department Director, Etc.</p> <p><i>Sandra J. Brito</i></p>	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: <p>ByPass Finance Review</p>		<b>Reviewed by Finance Director</b> <p>ByPass Finance Review</p> <p><small>Digitally signed by ByPass Finance Review Date: 2021.09.30 14:14:52 -06'00'</small></p>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)		<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b> <p>Draft minutes emailed to LCBCC on August 23, 2021 for review. Meeting minutes reviewed by LCBCC D1 (August 23, 2021) with suggested corrections - Clerk resubmitted on August 23, 2021. Revised Meeting minutes reviewed by LCBCC D2</p>		<b>Approved by County Manager</b> <p>to be Placed on Agenda</p> <p><i>Mike Collopy</i></p>	
<b>Item No.</b> <u>0101</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. <u>21-SEP-183R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
Other: _____ Ordinance No. _____ Comments: _____			

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-183R

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 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

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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

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

**ATTEST:**     Keith Manes  
                  Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney



**Minutes of Meeting  
Lea County Board of Commissioners  
August 19, 2021**

**Vice Chair Jackson called the meeting to order at 9:01 a.m. in the Lea County Courthouse**

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

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

**Commissioner Eidson led the Pledge of Allegiance followed by the Invocation by Commissioner Sena.**

**ITEM 01: COMMISSION**

- Consideration of Lea County Resolution No. 21-AUG-165R Approving the July 22, 2021 Regular Meeting Minutes.

Vice Chair Jackson requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-165R Approving the July 22, 2021 Regular Meeting Minutes. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Public Comments

No Public Comments

- Commissioners and Manager Comments

Commissioner Sims stated that he had met with a couple of businesses the past couple of weeks that are interested in coming to this area.

Commissioner Eidson reminded everyone that school had started and to be aware of school zones and to pray that we get through the year without having to close school back down.

Commissioner Sena welcomed and expressed appreciation for Superintendent Strickland and Superintendent Gandy. He stated that he attended Eagle Night and mentioned how excited everyone was for the coming year. He stated it was going to be a great year with some good things happening.

Commissioner Jackson thanked everyone that was involved in the Fair and Rodeo.

Chair Long apologized for not being able to be present but was happy to be able to appear by phone.

- Consideration of Lea County Resolution No. 21-AUG-166R Amending Lea County Resolution No. 20-OCT-209R Approving the Lea County Board of County Commissioners Meeting Dates for Calendar Year 2021

Manager Gallagher requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-166R Amending the Lea County Board of County Commissioners Meeting Dates for Calendar Year 2021. The motion was seconded by Commissioner Sena. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-167R Supporting Minimizing Changes to New Mexico's Congressional Districts.

Chair Long requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-167R Supporting Minimizing Changes to New Mexico's Congressional Districts. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-168R Supporting the Lea County Municipal School District boards of Education Local Control and Authority to Make Decisions in the Best Interest of Students, Staff and Parents.

Vice Chair Jackson requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item and expressed that he would love to hear from the Public in attendance. Commissioner Sims stated he would like to hear from Commissioner Eidson as a member of the School Board.

Comments were as follows:

Commissioner Eidson recognized and expressed support for all School Superintendents

Superintendent Strickland and Superintendent Gandy both commented in support and appreciation of the County Commission

Commissioner Jackson applauded the School Boards and Superintendents for their work and asked if there were any more comments from the Commission.

Commissioner Sims, Commissioner Eidsen, and Commissioner Sena all commented in support of the Resolution.

Commissioner Eidson moved to approve Lea County Resolution. No. 21-AUG-168R Supporting the Lea County Municipal School District Boards of Education Local Control and Authority to Make Decisions in the Best Interest of Students Staff and Parents. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Sena, yes; Commissioner Eidsen, yes; Commissioner Sims, yes. The motion passed.

**ITEM 02: ACTION ITEMS**

- Consideration of Lea County Resolution No. 21-Aug-169R Approving Grant No. G20SN0017A Modification No. 2 Between Lea county and the Office of National Drug Control Policy Increasing Funds for the High Intensity Drug Trafficking Area (HIDTA Creation of New Precincts and Adjusting Precinct Boundaries. *(Sean Roach, Lea County Drug Task Force Commander)*

Commander Roach requested approval. Vice Chair Jackson asked if there were any public or Commissioner comments concerning this agenda item.

Comments were as follows:

Commissioner Sena thanked Commander Roach for his leadership.

Commissioner Sims inquired about drug arrests.

Commander Roach responded that although man power was limited they were doing well in this area and with arrests.

Commissioner Sena moved to approve Lea County Resolution No. 21-AUG-169R Approving Grant No. G20SN0017A Modification No. 2 between Lea County and the Office of National Drug Control Policy Increasing Funds for the High Intensity Drug Trafficking Area (HIDTA Creation of New Precincts and Adjusting Precinct Boundaries. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Sena, yes; Commissioner Eidson, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-170R Approving Two Vehicle Purchases for the Lea County Drug Task Force (*Sean Roach, Lea county Drug Task Force Commander*)

Commander Roach requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-170R Approving Two Vehicle Purchases for the Lea County Drug Task Force. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-Aug- 171R Approving 2<sup>nd</sup> Option to Renew Agreement between Lea County and Wells Fargo Bank, N.A. for Banking and P-Card Services. (*Susan Marinovich, County Treasurer*)

Treasurer Marinovich requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-171R Approving the 2<sup>nd</sup> Option to Renew Agreement between Lea County and Wells Fargo Bank, N.A. for Banking and P-Card Services. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-172R Approving the Authorization of an Agreement with the United States Department of Treasury to Accept Funding of 6.9 Million from the 2021 American Rescue Plan Act. (*Michael Gallagher, County Manager*)

Manager Gallagher requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-172R Approving the Authorization of an Agreement with the United States Department of Treasury to Accept Funding of 6.9 Million from the 2021 American Rescue Plan Act. The Motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-173R Ratifying Selection of Insurance Coverages and Premiums. (*John W. Caldwell, County Attorney*)



Attorney Caldwell requested approval. Vice Chair Jackson asked if there were any public or commissioner comments concerning this agenda item.

The following offered comments:

Commissioner Eidsen gave his thoughts on this being an effect of HB4 (House Bill 4).

Vice Chair Jackson expressed his hopes that future elections will provide relief concerning this matter.

Chair Long added that an article will be published in the Washington Post concerning this matter.

Commissioner Sims had questions about how long this increase was going to last.

Guy Kesner answered all questions about premium increase and insurance selection.

Commissioner Sena offered his appreciation to Guy Kesner for his work concerning this Resolution and spoke about supporting and caring for everyone in our communities including our law enforcement during this difficult time for us all.

Manager Gallagher discussed the negative affects the increase will have on County business and personnel.

Sheriff Helton added positive input about Lea County including that our Sheriffs office is fully staffed.

Chair Long moved to approve Lea County Resolution No. 21-AUG-173R Ratifying Selection of Insurance Coverages and Premiums. The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-Aug-174R Approving the Small Community Air Service Development Program (SCASDP) Grant Agreement Between Lea County and the United States Department of Transportation (USDOT). (*Corey Needham Assistant County Manager*)

Assistant Manager Needham requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-174R Approving the Small Community Air Service Development Program (SCASDP) Grant Agreement Between Lea County and the United States Department of Transportation (USDOT). The motion was seconded by Chair Long. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-175R Approving a Cooperative Education Services (CES) Task Order with Constructors Inc. to Widen and Apply Overlay on Battle Axe Roadway 1.0 Miles. *(Corey Needham, Assistant County Manager)*

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

Comments as follows:

Commissioner Jackson commented as to the length of the road  
Assistant Manager Needham responded with an answer to Commissioner Jackson's question.

Commissioner Sims moved to approve Lea County Resolution. Lea County Resolution No. 21-AUG-175R Approving a Cooperative Education Services (CES) Task Order with Constructors Inc. to Widen and Apply Overlay on Battle Axe Roadway 1.0 Miles. The motion was seconded by Chair Long. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-176R Approving a Recommendation from a Freeholders Committee Not to Discontinue or Vacate a Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 south, range 37 East, N.M.P.M. in Lea County, New Mexico. *(Corey Needham, Assistant County Manager)*

Chair Long requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-176R Approving a Recommendation from a Freeholders Committee Not to Discontinue or Vacate a Dedicated Alley in Air Base City Subdivision, Block 2 in Section 1, Township 18 south, range 37 East, N.M.P.M. in Lea County, New Mexico. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-177R Appointing a Freeholders Committee to Evaluate the Vacation of a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico. *(Corey Needham, Assistant County Manager)*

Assistant Manager Needham requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-177R Appointing a Freeholders Committee to Evaluate the Vacation of a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-178R Awarding Bid. No. 01 2021 – 2022 for Purchase of 30,000 Gallon Water Tank for Maljamar Fire District and Mescalero Water System. (*Lorenzo Velasquez, Emergency Manager*)

Emergency Manager Velasquez requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-178R Awarding Bid. No. 01 2021 – 2022 for Purchase of 30,000 Gallon Water Tank for Maljamar Fire District and Mescalero Water System. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-179R Authorizing Out of State Travel September 13 – 17, 2021 to San Diego, California to Attend the Western Detention – Detention Equipment Training Program. (*Ruben Quintana, Warden*)

Warden Quintana requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-179R Authorizing Out of State Travel September 13 – 17, 2021 to San Diego, California to Attend the Western Detention – Detention Equipment Training Program. The motion was seconded by Vice Chair Jackson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-180R Approving the Lea County Technology Policy. (*Robert Lathrop, Information Technology Director*)

IT Director Lathrop requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims

moved to approve Lea County Resolution. No. 21-AUG-180R Approving the Lea County Technology Policy. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

- Consideration of Lea County Resolution No. 21-AUG-181R Approving the Lea County Indigent Claims Burial/Cremation Report. (*Chip Low, Finance Director*)

Finance Officer Low requested approval. Vice Chair Jackson asked if there were any public comments concerning this agenda item. Commissioner Sims moved to approve Lea County Resolution. No. 21-AUG-181R Approving the Lea County Indigent Claims Burial/Cremation Report. The motion was seconded by Commissioner Eidson. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

Commission took a short recess at 10:12 a.m.  
Returned at 10:21 a.m.

**ITEM 03: DISCUSSION ITEMS**

- Discussion of the Lea County Detention Center Restricted Housing April – June 2021 Quarterly Report. (*Ruben Quintana, Warden, Detention Center*)
- Discussion of Lea County Communication Authority and the City of Eunice. (*Angela Martinez, Communication Authority Director*)
- Discussion of Lovington Convenience Center. (*Lorenzo Velasquez, Environmental Services Director*)
- Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities. (*Lorenzo Velasquez, Emergency Manager; Corey Needham, Assistant County Manager*) **(POSTPONED)**
- Discussion of the Lea County Procurement Policy. (*Chip Low, Finance Director*)
- Discussion of Lea County's Infrastructure Capital Improvements Plan (ICIP) for FY 2023 – 2027. (*Michael Gallagher, County Manager*)



- Discussion of Lea County's Financial Report for July 2021. (*Chip Low, Finance Director*)
- Discussion of Lea County's Accounts Payable for July 2021. (*Chip Low, Finance Director*)

**ITEM 04: EXECUTIVE SESSION**

• **Board of County Commissioners**

- Pursuant to Section 10-15-1 H (7) and (8) Respectively of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss Pending Litigation Involving County Records, Pending Litigation Involving a Construction Contract in Central Lea County, and Threatened Litigation Involving Administrative Rules; and The Disposal of Real Property in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7) and (8) Respectively.

• At 10:55 a.m. Commissioner Eidson moved to convene in Executive Session pursuant to **Section 10-15-1 H (7) and (8) Respectively, of the New Mexico Statutes Annotated (NMSA) 1978; to Discuss Pending Litigation Involving County Records, Pending Litigation Involving a Construction Contract in Central Lea county, and Threatened Litigation Involving Administrative Rules: and The Disposal of Real Property in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7) and (8) Respectively.**

The motion was seconded by Commissioner Sims. Secretary polled the Commission. Chair Long, yes; Vice Chair Jackson, yes; Commissioner Eidson, yes; Commissioner Sena, yes; Commissioner Sims, yes. The motion passed.

The meeting reconvened at 12:22 p.m.

**ITEM 05: OTHER BUSINESS**

There was no other business.

The meeting was adjourned at 12:22 p.m.

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

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**Rebecca Long, Chair**

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**Dean Jackson, Vice Chair**

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**Gary G. Eidson, Member**

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**Jonathan Sena, Member**

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**Pat Sims, Member**

**ATTEST: Keith Manes**

**Lea County Clerk**

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**Teri Davis, Deputy Clerk**



## Public Comments (Non Agenda Items)





**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

**PUBLIC COMMENT SUMMARY FORM**

**Thursday, September 2, 2021 9:00 A.M.**

**LCBCC MEETING**

Lea County Courthouse – Commission Chambers 1<sup>st</sup> 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](mailto:leacounty@leacounty.net) by:

**Tuesday, August 31, 2021**

**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. 21-JAN-019R  
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, September 2, 2021 9:00 A.M.

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

### Public Comments - Sign In Sheet

NAME	PHONE	EMAIL	COMMENT SUBJECT
1.			
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**STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-JAN-019R**

**OPEN MEETINGS PROCEDURES**

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

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

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

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

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

1. All meetings of the County Commission will be held at the Commission Meeting Room at the Lea County Courthouse, 100 N. Main, Lovington, New Mexico 88260, at 9:00 a.m. or as otherwise indicated in the meeting notice.
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](http://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:

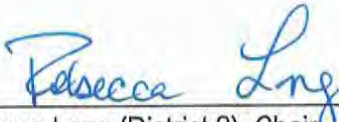
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Lea County Manager's office located in the Lea County Courthouse 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. A member of the public body may participate by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking and all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.


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


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


**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

  
Dean Jackson (District 1), Vice Chair  
Voted: Yes ☒ No ☐ Abstain ☐  
*Lea County Meeting*  
*JAN 14 2021*

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

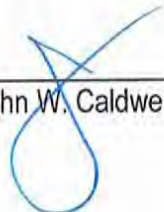
  
Jonathan Sena (District 4), Member  
Voted: Yes ☒ No ☐ Abstain ☐

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

**ATTEST:** Keith Manes  
Lea County Clerk

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

By:   
Hollye Shearer, Deputy Clerk

  
John W. Caldwell, County Attorney









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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sstout@leacounty.net](mailto:sstout@leacounty.net) by: **Thursday, August 19, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 08/30/2021		SUBMITTED BY Name, Title, Dept: Sandrea Brito, Executive Coordinator, Executive Department	
SUBJECT: Commission/Manager Comments		ATTACHMENT(S):	
NO. OF ORIGINALS FOR SIGNATURE: N/A		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.			
SUMMARY: Comments from the Commissioners & County Manager			
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): Discussion Only		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 ByPass Finance Review Date: 2021.09.30 14:14:52 -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 	
Item No. <u>0103</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____		Denied: _____	
Resolution No. _____		Policy No. _____	
Continued To: _____		Referred To: _____	
		Other: <u>Commission/Manager Comments</u>	
		Ordinance No. _____	
		Comments: _____	



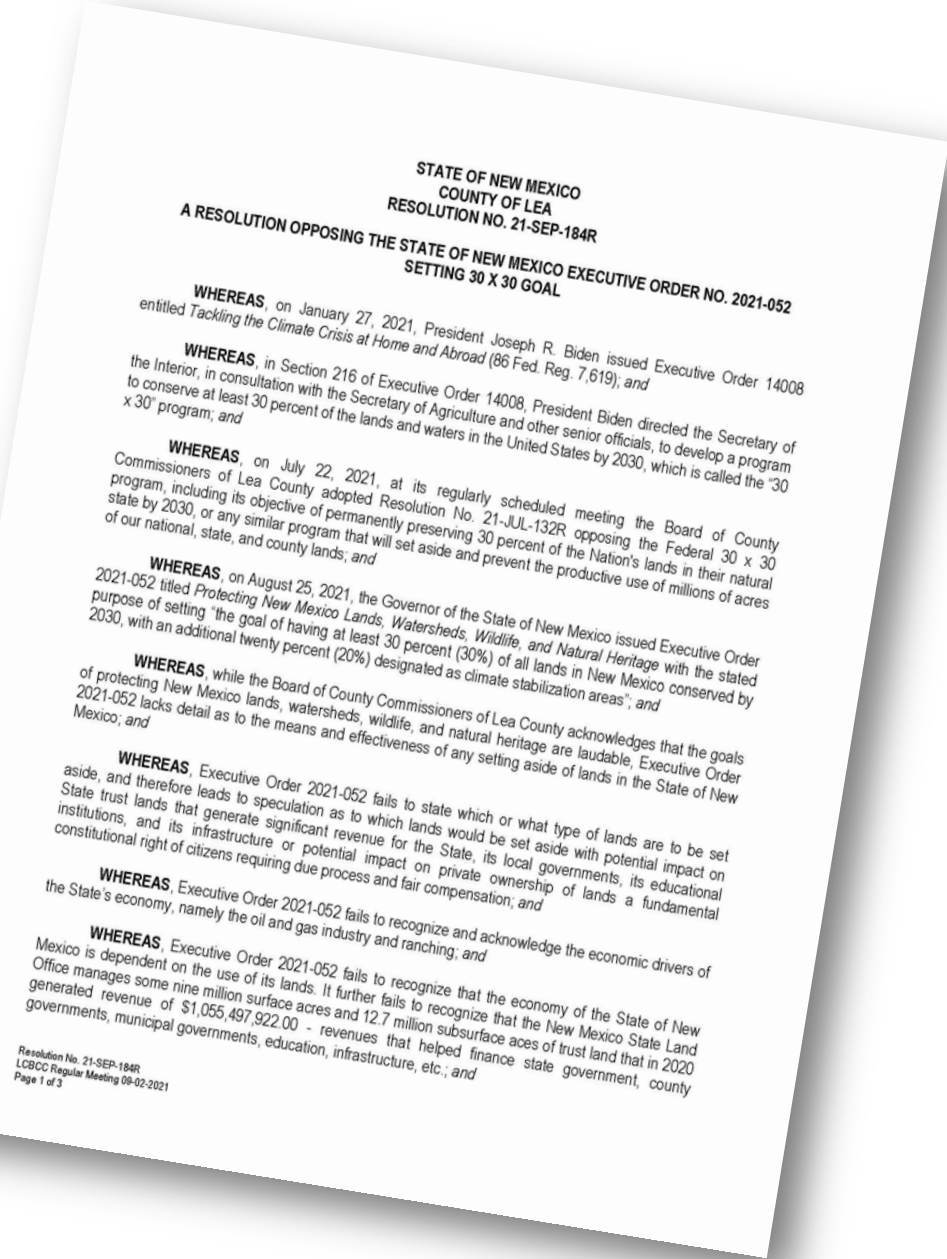
# Consideration of Lea County Resolution No. 21-SEP-184R Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal

On January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled *Tackling the Climate Crisis at Home and Abroad* (86 Fed. Reg. 7,619).

In Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program.

On July 22, 2021, at its regularly scheduled meeting the Board of County Commissioners of Lea County adopted Resolution No. 21-JUL-132R opposing the Federal 30 x 30 program, including its objective of permanently preserving 30 percent of the Nation's lands in their natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our national, state, and county lands.

On August 25, 2021, the Governor of the State of New Mexico issued Executive Order 2021-052 titled *Protecting New Mexico Lands, Watersheds, Wildlife, and Natural Heritage* with the stated purpose of setting "the goal of having at least 30 percent (30%) of all lands in New Mexico conserved by 2030, with an additional twenty percent (20%) designated as climate stabilization areas"; and







## Consideration of Lea County Resolution No. 21-SEP-184R Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal

While the Board of County Commissioners of Lea County acknowledges that the goals of protecting New Mexico lands, watersheds, wildlife, and natural heritage are laudable, Executive Order 2021-052 lacks detail as to the means and effectiveness of any setting aside of lands in the State of New Mexico.

Executive Order 2021-052 fails to state which or what type of lands are to be set aside, and therefore leads to speculation as to which lands would be set aside with potential impact on State trust lands that generate significant revenue for the State, its local governments, its educational institutions, and its infrastructure or potential impact on private ownership of lands a fundamental constitutional right of citizens requiring due process and fair compensation.

Executive Order 2021-052 fails to recognize and acknowledge the economic drivers of the State's economy, namely the oil and gas industry and ranching.

Executive Order 2021-052 fails to recognize that the economy of the State of New Mexico is dependent on the use of its lands. It further fails to recognize that the New Mexico State Land Office manages some nine million surface acres and 12.7 million subsurface acres of trust land that in 2020 generated revenue of \$1,055,497,922.00 - revenues that helped finance state government, county governments, municipal governments, education, infrastructure, etc.



## Consideration of Lea County Resolution No. 21-SEP-184R Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal

The setting aside of land as proposed would substantially reduce State and other revenue and significantly impact the economy to a degree that more likely than not would destroy the economy.

More than forty-seven percent (47.4%) of the land in New Mexico is already public land the use of which generates substantial and necessary revenue to the State to provide essential services to its citizens.

Executive Order No. 2021-052 is vague and ambiguous in detail of how such designation of lands within New Mexico will be implemented and lacks any scientific evidence of how such designation is necessary and effective in securing the future of New Mexico.

The Board of County Commissioners of Lea County opposes the Governor's Executive Order No. 2021-052 as it is deficient in detail and lacks any scientific basis for its so-called solution, namely a setting aside of land, public or private.

The Board of County Commissioners of Lea County supports the continued private ownership of land in the County, recognizing the State's need for revenue from domestic sources of minerals, energy, timber, and food.

The Board of County Commissioners of Lea County recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any designation of waters and watercourses that would impair or restrict water diversions and uses authorized under New Mexico law.



## Consideration of Lea County Resolution No. 21-SEP-184R Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal

The Board of County Commissioners of Lea County supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

The Board of County Commissioners of Lea County also maintains that any lands or other rights that are acquired to fulfill the 30 x 30 program's objectives should be acquired only from willing landowners and for the payment full and fair market value for all rights and interests acquired, and not through regulatory compulsion, and only after analyzing and considering the impacts of such land acquisitions on the well-being, health, safety, welfare, economy, and culture of Lea County, its businesses, and its citizens.

The Board of County Commissioners of Lea County recognizes the importance of the oil and gas industry and ranching to the State's economy and to the State's ability to provide for the health and welfare of its citizens.

Board of County Commissioners of Lea County shall send a copy of this Resolution to the State of New Mexico and any other relevant State agencies.



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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssstout@leacounty.net](mailto:ssstout@leacounty.net) by: **Thursday, August 19, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 08/30/2021		SUBMITTED BY Name, Title, Dept: Vice Chair Dean Jackson, Commissioner (District 1)	
SUBJECT: Opposing the State of New Mexico Executive Order No. 2021-052 Setting 30 x 30 Goal		ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution		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.			
<p><b>SUMMARY:</b></p> <p>On January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled <i>Tackling the Climate Crisis at Home and Abroad</i> (86 Fed. Reg. 7,619).</p> <p>In Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program.</p> <p align="center"><b>See Attached</b></p>			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input checked="" type="checkbox"/>	
SUBMITTER'S RECOMMENDATION(S): Review & Approve Resolution		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: 2021.09.30 14:14:52 -06'00'	
LEGAL REVIEW: (Note: Travel does not need legal review)		Reviewed by County Attorney	
COUNTY MANAGER REVIEW:		Approved by County Manager to be Placed on Agenda 	
Item No. <u>0104</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. <u>21-SEP-184R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

**Summary Form Continued...**

On July 22, 2021, at its regularly scheduled meeting the Board of County Commissioners of Lea County adopted Resolution No. 21-JUL-132R opposing the Federal 30 x 30 program, including its objective of permanently preserving 30 percent of the Nation's lands in their natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our national, state, and county lands.

On August 25, 2021, the Governor of the State of New Mexico issued Executive Order 2021-052 titled *Protecting New Mexico Lands, Watersheds, Wildlife, and Natural Heritage* with the stated purpose of setting "the goal of having at least 30 percent (30%) of all lands in New Mexico conserved by 2030, with an additional twenty percent (20%) designated as climate stabilization areas"; and

While the Board of County Commissioners of Lea County acknowledges that the goals of protecting New Mexico lands, watersheds, wildlife, and natural heritage are laudable, Executive Order 2021-052 lacks detail as to the means and effectiveness of any setting aside of lands in the State of New Mexico.

Executive Order 2021-052 fails to state which or what type of lands are to be set aside, and therefore leads to speculation as to which lands would be set aside with potential impact on State trust lands that generate significant revenue for the State, its local governments, its educational institutions, and its infrastructure or potential impact on private ownership of lands a fundamental constitutional right of citizens requiring due process and fair compensation.

Executive Order 2021-052 fails to recognize and acknowledge the economic drivers of the State's economy, namely the oil and gas industry and ranching.

Executive Order 2021-052 fails to recognize that the economy of the State of New Mexico is dependent on the use of its lands. It further fails to recognize that the New Mexico State Land Office manages some nine million surface acres and 12.7 million subsurface acres of trust land that in 2020 generated revenue of \$1,055,497,922.00 - revenues that helped finance state government, county governments, municipal governments, education, infrastructure, etc.

The setting aside of land as proposed would substantially reduce State and other revenue and significantly impact the economy to a degree that more likely than not would destroy the economy.

More than forty-seven percent (47.4%) of the land in New Mexico is already public land the use of which generates substantial and necessary revenue to the State to provide essential services to its citizens.

Executive Order No. 2021-052 is vague and ambiguous in detail of how such designation of lands within New Mexico will be implemented and lacks any scientific evidence of how such designation is necessary and effective in securing the future of New Mexico.

The Board of County Commissioners of Lea County opposes the Governor's Executive Order No. 2021-052 as it is deficient in detail and lacks any scientific basis for its so-called solution, namely a setting aside of land, public or private.

The Board of County Commissioners of Lea County supports the continued private ownership of land in the County, recognizing the State's need for revenue from domestic sources of minerals, energy, timber, and food.

The Board of County Commissioners of Lea County recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any designation of waters and watercourses that would impair or restrict water diversions and uses authorized under New Mexico law.

The Board of County Commissioners of Lea County supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

The Board of County Commissioners of Lea County also maintains that any lands or other rights that are acquired to fulfill the 30 x 30 program's objectives should be acquired only from willing landowners and for the payment full and fair market value for all rights and interests acquired, and not through regulatory compulsion, and only after analyzing and considering the impacts of such land acquisitions on the well-being, health, safety, welfare, economy, and culture of Lea County, its businesses, and its citizens.

The Board of County Commissioners of Lea County recognizes the importance of the oil and gas industry and ranching to the State's economy and to the State's ability to provide for the health and welfare of its citizens.

Board of County Commissioners of Lea County shall send a copy of this Resolution to the State of New Mexico and any other relevant State agencies.

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-184R

A RESOLUTION OPPOSING THE STATE OF NEW MEXICO EXECUTIVE ORDER NO. 2021-052  
SETTING 30 X 30 GOAL

**WHEREAS**, on January 27, 2021, President Joseph R. Biden issued Executive Order 14008 entitled *Tackling the Climate Crisis at Home and Abroad* (86 Fed. Reg. 7,619); *and*

**WHEREAS**, in Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program; *and*

**WHEREAS**, on July 22, 2021, at its regularly scheduled meeting the Board of County Commissioners of Lea County adopted Resolution No. 21-JUL-132R opposing the Federal 30 x 30 program, including its objective of permanently preserving 30 percent of the Nation's lands in their natural state by 2030, or any similar program that will set aside and prevent the productive use of millions of acres of our national, state, and county lands; *and*

**WHEREAS**, on August 25, 2021, the Governor of the State of New Mexico issued Executive Order 2021-052 titled *Protecting New Mexico Lands, Watersheds, Wildlife, and Natural Heritage* with the stated purpose of setting "the goal of having at least 30 percent (30%) of all lands in New Mexico conserved by 2030, with an additional twenty percent (20%) designated as climate stabilization areas"; *and*

**WHEREAS**, while the Board of County Commissioners of Lea County acknowledges that the goals of protecting New Mexico lands, watersheds, wildlife, and natural heritage are laudable, Executive Order 2021-052 lacks detail as to the means and effectiveness of any setting aside of lands in the State of New Mexico; *and*

**WHEREAS**, Executive Order 2021-052 fails to state which or what type of lands are to be set aside, and therefore leads to speculation as to which lands would be set aside with potential impact on State trust lands that generate significant revenue for the State, its local governments, its educational institutions, and its infrastructure or potential impact on private ownership of lands a fundamental constitutional right of citizens requiring due process and fair compensation; *and*

**WHEREAS**, Executive Order 2021-052 fails to recognize and acknowledge the economic drivers of the State's economy, namely the oil and gas industry and ranching; *and*

**WHEREAS**, Executive Order 2021-052 fails to recognize that the economy of the State of New Mexico is dependent on the use of its lands. It further fails to recognize that the New Mexico State Land Office manages some nine million surface acres and 12.7 million subsurface acres of trust land that in 2020 generated revenue of \$1,055,497,922.00 - revenues that helped finance state government, county governments, municipal governments, education, infrastructure, etc.; *and*



**WHEREAS**, the setting aside of land as proposed would substantially reduce State and other revenue and significantly impact the economy to a degree that more likely than not would destroy the economy; *and*

**WHEREAS**, more than forty-seven percent (47.4%) of the land in New Mexico is already public land the use of which generates substantial and necessary revenue to the State to provide essential services to its citizens; *and*

**WHEREAS**, Executive Order No. 2021-052 is vague and ambiguous in detail of how such designation of lands within New Mexico will be implemented and lacks any scientific evidence of how such designation is necessary and effective in securing the future of New Mexico.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County as follows:

1. The Board opposes the Governor's Executive Order No. 2021-052 as it is deficient in detail and lacks any scientific basis for its so-called solution, namely a setting aside of land, public or private.

2. The Board supports the continued private ownership of land in the County, recognizing the State's need for revenue from domestic sources of minerals, energy, timber, and food.

3. The Board recognizes and supports the State of New Mexico's water rights system, and other state laws and programs governing water rights and water use and opposes any designation of waters and watercourses that would impair or restrict water diversions and uses authorized under New Mexico law.

4. The Board supports reasonable national, regional, and global greenhouse gas emissions policies and goals that are comprehensive, practical, cost-effective, and do not unnecessarily single out specific industries or activities but opposes the use of global climate change as an excuse to set aside large tracts of land as preserves or open space to fulfill the 30 x 30 program's objectives.

5. The Board also maintains that any lands or other rights that are acquired to fulfill the 30 x 30 program's objectives should be acquired only from willing landowners and for the payment full and fair market value for all rights and interests acquired, and not through regulatory compulsion, and only after analyzing and considering the impacts of such land acquisitions on the well-being, health, safety, welfare, economy, and culture of Lea County, its businesses, and its citizens.

6. The Board recognizes the importance of the oil and gas industry and ranching to the State's economy and to the State's ability to provide for the health and welfare of its citizens.

**BE IT FURTHER RESOLVED** that the Commission shall send a copy of this Resolution to the State of New Mexico and any other relevant State agencies.

**PASSED, APPROVED AND ADOPTED** on this 2<sup>nd</sup> day of September 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Rebecca Long (District 2), Chair  
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

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

**ATTEST:** Keith Manes  
Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney



# State of New Mexico

Michelle Lujan Grisham  
Governor

## EXECUTIVE ORDER 2021-052

### PROTECTING NEW MEXICO'S LANDS, WATERSHEDS, WILDLIFE, AND NATURAL HERITAGE

New Mexicans rely on the State's lands and watersheds to support our economy, sustain traditional ways of life, provide our drinking water, ensure food security, preserve biodiversity, and provide recreation opportunities that promote the health and wellbeing of all who call New Mexico home. Loss of these natural resources threatens each of these values. Therefore, the protection and restoration of the state's natural environment is of interest to all New Mexicans.

**WHEREAS**, access to nature and open spaces benefits the health and livelihoods of all New Mexicans;

**WHEREAS**, local water utilities and acequia irrigators rely on natural resource protections in source water areas to maintain critical infrastructure and deliver safe, reliable, clean, and affordable drinking and agricultural water to communities;<sup>1</sup>

**WHEREAS**, climate change and the loss and degradation of natural resources caused by increasing temperatures threaten those values and the traditional ways of life in all communities, with disproportionate negative impacts on Indigenous communities, acequias, other communities of color, and surface water irrigated agriculture resulting in loss of precious cultural and historical landscapes and values;

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<sup>1</sup> Water Research Foundation, *Asset Management Framework for Forested and Natural Assets*, Project Number 4727 (2020).

**WHEREAS**, to help keep average global temperature increases below 1.5 degree Celsius of warming,<sup>2</sup> scientists recommend formally protecting thirty percent (30%) of the world's lands, freshwater, and oceans by 2030 with an additional twenty percent (20%) designated as climate stabilization areas;<sup>3</sup>

**WHEREAS**, the United Nations has determined that worldwide wildlife populations are declining at an unprecedented rate, with more than one million species threatened with extinction,<sup>4,5</sup>

**WHEREAS**, in New Mexico, the loss of natural habitat and biodiversity catalyzed by increasing temperature and drought will outpace nature's regenerative abilities, and current levels of protection and conservation will not change this trend;<sup>6</sup>

**WHEREAS**, the New Mexico Legislature has identified the need to protect wildlife migration in the Wildlife Corridors Act of 2019;

**WHEREAS**, as of 2017, fifteen percent (15%) of the land area in New Mexico (11.7 million acres) had been modified by human development;<sup>7</sup>

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<sup>2</sup> The most recent report from the Intergovernmental Panel on Climate Change ("IPCC") reiterated the importance of keeping global warming temperature increases below 1.5 to 2.0 degrees Celsius and stressed the need for immediate action on many fronts to meet that goal. See IPCC, 2021: *Climate Change 2021: The Physical Science Basis. Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change*, Cambridge University Press. In Press, available at <https://www.ipcc.ch/report/ar6/wg1/> (last accessed August 12, 2021).

<sup>3</sup> E. Dinerstien et.al., *A Global Deal for Nature: Guiding principles, milestones, and targets*, Science Advances Vol. 5, no.4, April 19, 2019, available at <https://advances.sciencemag.org/content/5/4/eaaw2869> (last accessed August 12, 2021).

<sup>4</sup> E. S. Brondizio, et.al., *Global assessment report on biodiversity and ecosystem services of the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services.*, IPBES (2019), (available at <https://ipbes.net/global-assessment> (last accessed August 12, 2021)).

<sup>5</sup> See NMSA 1978, §§ 17-9-1 to -4, (2019).

<sup>6</sup> Matt Lee-Ashley, et.al., *The Green Squeeze*, Center for American Progress Energy and Environment, Oct. 22, 2019, available at <https://www.americanprogress.org/issues/green/reports/2019/10/22/476220/the-green-squeeze/> (last accessed August 12, 2021).

<sup>7</sup> *Id.*

**WHEREAS**, the continuation of historic uses of lands and waters by communities across New Mexico are also threatened by increased drought and wildfire risks;

**WHEREAS**, the National Integrated Drought Information System determined that New Mexico has experienced severe drought for 17 of the last 20 years and has seen decreasing runoff and lower water levels in its waterways, with the most intense period of drought since 2000 occurring during the week of December 1, 2020;<sup>8</sup>

**WHEREAS**, New Mexico's upland forests, many of which are federally owned and managed, generate most the State's surface water supplies and are threatened annually by catastrophic wildfires;

**WHEREAS**, protecting and restoring forests, wetlands, and natural working lands will be necessary to achieve the goals I committed New Mexico to in Executive Order 2019-003 addressing climate change and energy waste prevention;<sup>9</sup>

**WHEREAS**, the goals in this Order are also consistent with the federal government's recently announced vision for protecting and preserving our nation's lands, waters, and wildlife (the "America the Beautiful Initiative");

**WHEREAS**, the America the Beautiful Initiative recognizes the critical need to prioritize the fight against the climate crisis and that conservation is not just measured in "biological terms, but also by its capacity to purify drinking water, cool the air for a nearby neighborhood, to provide a safe outdoor escape for a community that is park-deprived, to help America prepare for and

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<sup>8</sup>National Integrated Drought Information System, *Drought in New Mexico*, <https://www.drought.gov/drought/states/new-mexico>, (last visited Aug. 12, 2021).

<sup>9</sup> Governor Michelle Lujan Grisham, *Executive Order 2019-003* (Jan. 29, 2019), [https://www.governor.state.nm.us/wp-content/uploads/2019/01/EO\\_2019-003.pdf](https://www.governor.state.nm.us/wp-content/uploads/2019/01/EO_2019-003.pdf).

respond to the impacts of climate change, or unlock access for outdoor recreation, hunting, angling, and beyond;”<sup>10</sup>

**WHEREAS**, the America the Beautiful Initiative also reflects the critical role that local leadership, fully respecting Tribal sovereignty, and working lands<sup>11</sup> will play in achieving the Initiative’s objectives;

**WHEREAS**, agricultural production through farming and ranching represents historic, current, and future land use and embodies cultural traditions that are at risk due to drought, development, climate impacts, and reduced water availability;

**WHEREAS**, agriculture from working lands provides access to food, fiber, and economic opportunities for New Mexicans in traditional, Indigenous, and contemporary communities, and is an important part of the fabric of New Mexico;

**WHEREAS**, voluntary practices implemented by land managers, including private landowners and leaseholders, on working lands (both private and public) provide opportunities to support broader restoration activities, improve watershed health, create resilience in rural and urban communities, add value to the food chain and food security, and contribute to the state’s outdoor recreation and eco-tourism economy;

**WHEREAS**, conserved landscapes make valuable contributions to the outdoor recreation economy in our state, and in 2019 the New Mexico Legislature created the Division of Outdoor Recreation and the Outdoor Equity Fund within the Economic Development Department to nurture

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<sup>10</sup> *Conserving and Restoring America the Beautiful (2021): A Preliminary Report to the National Climate Task Force*, at 12, <https://www.doi.gov/sites/doi.gov/files/report-conserving-and-restoring-america-the-beautiful-2021.pdf> (last visited Aug. 12, 2021).

<sup>11</sup> The phrase “working lands” is intended to capture the full sweep of agricultural, animal husbandry, and silvicultural practices that make up the unique fabric of this State, including acequias, community ditch organizations, Pueblo farmlands, conservancy districts, irrigation districts, forests, ranchlands, and other similarly situated uses.



the outdoor industry in New Mexico and create opportunities for equitable and sustainable outdoor recreation;

**WHEREAS**, the New Mexico Outdoor Recreation Division has determined that the state's outdoor economy supports \$1.2 billion in income, over 33,000 jobs, and attracts 15.2 million visitors a year to our state;<sup>12</sup> and

**WHEREAS**, New Mexico has significant amounts of undeveloped state, federal, and private lands – twenty nine percent (29%) of which are already managed by a federal or state agency – and has the ability and desire to make great strides in conserving and responsibly managing these areas for the benefit of future generations of New Mexicans.

**NOW, THEREFORE, I**, Michelle Lujan Grisham, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and laws of the State of New Mexico, **ORDER** and **DIRECT** as follows:

1. The State of New Mexico sets the goal of having at least 30 percent (30%) of all lands in New Mexico conserved by 2030, with an additional twenty percent (20%) designated as climate stabilization areas.
2. The Secretaries (or designees) of the Energy, Minerals and Natural Resources Department, Environment Department, Department of Agriculture, Office of the State Engineer, Indian Affairs Department, and the Directors (or designees) of the Department of Game and Fish and the Outdoor Recreation Division (collectively the “30 by 30 Committee”), shall review and utilize existing authorities, funding, and programs within their respective Departments or Offices

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<sup>12</sup> New Mexico Economic Development Department and Headwater Economics, *Outdoor Recreation and New Mexico's Economy*, 2020, Feb. 25, 2020, [https://headwaterseconomics.org/wp-content/uploads/20HE-NM-Outdoor-Rec-Report\\_web.pdf](https://headwaterseconomics.org/wp-content/uploads/20HE-NM-Outdoor-Rec-Report_web.pdf) (last visited Aug. 12, 2021).

to support and implement programs designed to conserve, protect, and enhance lands and natural environments across the State in furtherance of the foregoing goal.

3. These Department-level efforts should be:

a. Focused on utilizing existing programs across all land types broadly – federal, state, Tribal, local/regional, and private – consistent with applicable law and program objectives;

b. Coordinated with other state agencies where appropriate to leverage state programs, funding and efforts;

c. Coordinated as much as possible with federal agencies that manage lands and natural resources across New Mexico, including through direct engagement on natural resource management plans, transportation and energy development projects, and any other initiatives that impact land and water conservation, including wildlife migration, or that otherwise advance the priorities identified in this Order; and

d. Coordinated with external stakeholders to the maximum extent practicable or otherwise required by law.

4. Every quarter, the 30 by 30 Committee shall convene to assess progress toward the goals set by this Order. At these meetings, the 30 by 30 Committee shall ensure the collective efforts undertaken pursuant to this order:

a. Are based on the best available science and take an appropriately broad view of conservation that reflects the importance of traditional resource protection efforts, increased access and recreation, and the contributions from working lands;

b. Demonstrate a commitment to equity, including a respect for and consideration of Tribal sovereignty and self-determination;

- c. Enhance biodiversity and/or capacity to sequester carbon and other greenhouse gas emissions;
- d. Prevent degradation of surface and ground water quality across watersheds that provide drinking water, water for cultural purposes, and ensure resilient local economies, including those based on agriculture, fishing and outdoor recreation;
- e. Preserve landscapes with the potential to increase water yields or infiltration, wildlife habitat and promote healthy soils and watersheds;
- f. Support migratory wildlife habitat and ensure movement across the landscape;
- g. Expand access to protected lands and watersheds for underserved communities and those disproportionately impacted by the climate crisis;
- h. Place immediate emphasis on leveraging lands that are already managed by a federal or state agency to bolster their climate resilience, support biodiverse ecosystems, and/or sequester carbon and other greenhouse gas emissions;
- i. Identify and make recommendations for federal legislative and policy changes to establish or enhance federal protections and designations on federal lands, efforts which should be coordinated with the New Mexico Congressional Delegation and the relevant federal land management agencies;
- j. Identify and make recommendations for state legislative and policy changes to enhance the tools and programs available for state level conservation and outdoor recreation efforts; and
- k. Are accurately reflected, consistent with applicable laws, in the “American Conservation and Stewardship Atlas,” or such similar database, being setup in response to

Executive Order 14008, Tackling the Climate Crisis at Home and Abroad, as part of the American the Beautiful Initiative.

5. The 30 by 30 Committee shall invite the New Mexico Commissioner of Public Lands (or designee) to join the quarterly meetings.

6. The 30 by 30 Committee shall provide annual reports to the Governor on the collective efforts undertaken pursuant to this Order every July, including any recommendations for state or federal level legislative or policy changes needed to support or promote the goals set by this Order.

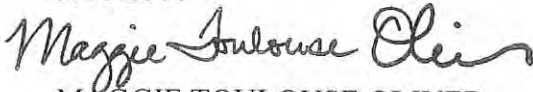
**I FURTHER ORDER and DIRECT** as follows:

1. Nothing in this Order is intended to create a private right of action to enforce any provision of this Order or to mandate the undertaking of any particular action pursuant to this Order, nor is this Order intended to diminish or expand any existing legal rights or remedies.

2. This Order supersedes any previous orders, proclamations, or directives to the extent they are in conflict.

3. This Order shall take effect immediately and shall remain in effect until renewed, modified, or rescinded.

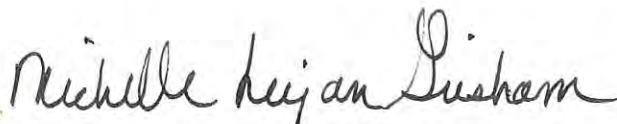
ATTEST:



MAGGIE TOULOUSE OLIVER  
SECRETARY OF STATE

DONE AT THE EXECUTIVE OFFICE  
THIS 25TH DAY OF AUGUST 2021

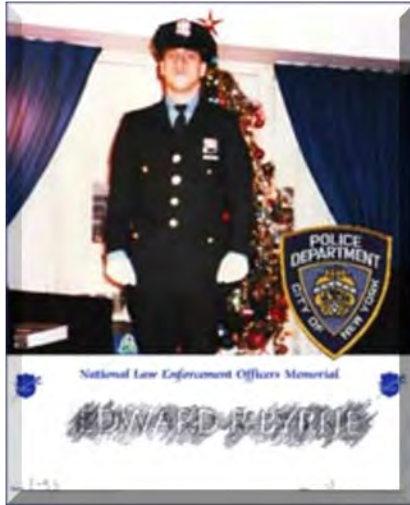
WITNESS MY HAND AND THE GREAT  
SEAL OF THE STATE OF NEW MEXICO



MICHELLE LUJAN GRISHAM  
GOVERNOR



# Consideration of Lea County Resolution No. 21-SEP-185R Approving a Memorandum of Understanding Between Lea County and the City of Hobbs for the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)



The Edward Byrne Memorial Justice Assistance Grant (JAG) Program was established in honor of Police Officer Edward Byrne, a NYPD officer that was assassinated in 1988 by a violent drug gang. The Department's Bureau of Justice Assistance (BJA) administers this program, which allows states and local governments to support a broad range of activities to prevent and control crime and to improve the justice system.

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

This Memorandum of Understanding is made this \_\_\_\_\_ day of August 2021, by  
and between the City of Hobbs and Lea County.

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant Program has  
awarded \$20,035 to the City of Hobbs and Lea County, New Mexico

And;

WHEREAS, the funding will be distributed as follows:

The Grant Total \$20,035.00 will be divided 60/40 with the City of Hobbs Police  
Department receiving \$12,021.00 and the Lea County Sheriff's Department receiving  
\$8,014.00

NOW, THEREFORE it is hereby agreed by the parties that the City of Hobbs will act  
as the fiscal agent.

**AGREED:**

<b>CITY OF HOBBS, NEW MEXICO</b>	<b>LEA COUNTY, NEW MEXICO</b>
By: _____ Sam Cobb, Mayor	By: _____ Rebecca Long Commission Chairman
<b>CITY OF HOBBS POLICE DEPT.</b>	<b>LEA COUNTY SHERIFF'S DEPT.</b>
By: _____ John Otolano, Chief of Police	By: _____ Corey Helton, Sheriff
<b>APPROVED AS TO FORM:</b>	
By: _____ Efren Cortez City of Hobbs Attorney	By: _____ John Caldwell Lea County Attorney

**STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-185R**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN LEA COUNTY AND THE CITY OF HOBBS FOR THE  
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

WHEREAS, the City of Hobbs Police Department and the Lea County Sheriff's Office are eligible  
for grant funding from the Justice Assistance Grant (JAG) Program; and

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) was established in honor  
of Police Officer Edward Byrne, a New York Police Department Officer that was assassinated in 1988 by a  
violent drug gang. The Department's Bureau of Justice Assistance administers the program, which allows  
states and local governments to support a broad range of activities to prevent and control crime and to  
improve the justice system; and

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant has awarded \$20,035.00 to  
the City of Hobbs Police Department and to the Lea County Sheriff's Office for Fiscal Year 2021; and

WHEREAS, the funding will be divided 60/40 with the City of Hobbs Police Department receiving  
\$12,021.00 and the Lea County Sheriff's Office receiving \$8,014.00; and

WHEREAS, the Lea County Sheriff's Office has agreed to allow the City of Hobbs Police  
Department to act as the fiscal agent.

NOW, THEREFORE, BE IT HEREBY  
County that the Memorandum of Understanding  
funds through the Justice Assistance Grant Pro

BE IT FURTHER RESOLVED that the  
consistent with the terms of this resolution.

PASSED AND APPROVED on this 2  
County Commissioners in an open meeting in L

**LEA COUNTY BOARD**

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

Resolution No. 21-SEP-185R  
LCBCC Payroll Meeting (09-02-2021)  
Page 1 of 2

**CITY OF HOBBS  
RESOLUTION NO. 7082**

**A RESOLUTION ALLOWING THE CITY OF HOBBS POLICE DEPARTMENT  
AND THE LEA COUNTY SHERIFF'S DEPARTMENT TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING REGARDING THE  
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant has  
awarded \$20,035.00 to the City of Hobbs Police Department and to the Lea County  
Sheriff's Department for FY 21; and

WHEREAS, the funding will be divided 60/40 with the Hobbs Police Department  
receiving \$12,021.00 and the Lea County Sheriff's Department receiving \$8,014.00; and

WHEREAS, the Lea County Sheriff's Department has agreed to allow the City of  
Hobbs Police Department to act as fiscal agent.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE  
CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and  
directed to execute the Memorandum of Understanding between the City of Hobbs and  
Lea County, New Mexico.

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of August, 2021.

ATTEST:  
JAN FLETCHER, City Clerk

SAM D. COBB, Mayor

**SEAL**





# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssout@leacounty.net](mailto:ssout@leacounty.net) by: **Thursday, August 19, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 08/18/2021		SUBMITTED BY Name, Title, Dept: Michael Walker, Undersheriff, Sheriff's Office	
SUBJECT: 2021 Edward Byrne Memorial Justice Assistance Grant - Memorandum of Understanding with the City of Hobbs		ATTACHMENT(S): 1. Resolution from City of Hobbs dated 08/02/2021 2. Memorandum of Understanding	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution, 1 Memorandum of Understanding		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER: 607-67-2212		FISCAL BUDGET YEAR: 2022	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: There is no impact on the strategic plan			
SUMMARY: The City of Hobbs Police Department is the fiscal agent for the 2021 Edward Byrne Memorial Justice Assistance Grant. The grant has awarded \$20,035.00 to the City of Hobbs Police Department and the Lea County Sheriff's Office. The funding is split 60/40 with the Hobbs Police Department receiving \$12,021.00 and the Lea County Sheriff's Office receiving \$8,014.00. The funding awarded to the Sheriff's Office will be used to purchase equipment approved under the grant.			
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): Approve the resolution and sign the memorandum of understanding.		Submitter's Signature Department Director, Etc. Michael Walker <small>Digitally signed by Michael Walker Date: 2021.08.18 11:03:54 -06'00'</small>	
FINANCE REVIEW Fiscal Impact/Cost: The financial impact to Lea County will be grant revenue of \$8,014.00 to pay for approved expenditures for the Lea County Sheriff's Department. Funds will be budgeted in 607-67-2212 by budget adjustment.		Reviewed by Finance Director Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.08.23 09:32:15 -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>Mike Collopy</i>	
Item No. 0201 RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. 21-SEP-185R Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-185R

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING  
BETWEEN LEA COUNTY AND THE CITY OF HOBBS FOR THE  
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

**WHEREAS**, the City of Hobbs Police Department and the Lea County Sheriff's Office are eligible for grant funding from the Justice Assistant Grant (JAG) Program; *and*

**WHEREAS**, the Edward Byrne Memorial Justice Assistance Grant (JAG) was established in honor of Police Officer Edward Byrne, a New York Police Department Officer that was assassinated in 1988 by a violent drug gang. The Department's Bureau of Justice Assistance administers this program, which allows states and local governments to support a broad range of activities to prevent and control crime and to improve the justice system; *and*

**WHEREAS**, 2021 Edward Byrne Memorial Justice Assistance Grant has awarded \$20,035.00 to the City of Hobbs Police Department and to the Lea County Sheriff's Office for Fiscal Year 2021; *and*

**WHEREAS**, the funding will be divided 60/40 with the City of Hobbs Police Department receiving \$12,021.00 and the Lea County Sheriff's Office receiving \$8,014.00; *and*

**WHEREAS**, the Lea County Sheriff's Office has agreed to allow the City of Hobbs Police Department to act as the fiscal agent.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the Memorandum of Understanding between Lea County and the City of Hobbs regarding the funds through the Justice Assistance Grant Program is hereby approved.

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

**PASSED AND APPROVED** on this 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

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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

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

**ATTEST:**     Keith Manes  
                  Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

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

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And;


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Department receiving \$12,021.00 and the Lea County Sheriff's Department receiving  
\$8,014.00

NOW, THEREFORE it is hereby agreed by the parties that the City of Hobbs will act  
as the fiscal agent.

**AGREED:**

**CITY OF HOBBS, NEW MEXICO**

By:   
Sam Cobb, Mayor

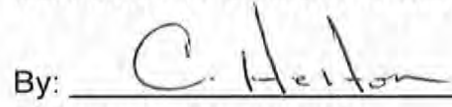
**LEA COUNTY, NEW MEXICO**

By: \_\_\_\_\_  
Rebecca Long  
Commission Chairman


**CITY OF HOBBS POLICE DEPT.**

By:   
John Ortolano, Chief of Police

**LEA COUNTY SHERIFF'S DEPT.**

By:   
Corey Helton, Sheriff

**APPROVED AS TO FORM:**

By:   
Efren Cortez  
City of Hobbs Attorney

By: \_\_\_\_\_  
John Caldwell  
Lea County Attorney

CITY OF HOBBS

RESOLUTION NO. 7082

A RESOLUTION ALLOWING THE CITY OF HOBBS POLICE DEPARTMENT  
AND THE LEA COUNTY SHERIFF'S DEPARTMENT TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING REGARDING THE  
2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

WHEREAS, the 2021 Edward Byrne Memorial Justice Assistance Grant has awarded \$20,035.00 to the City of Hobbs Police Department and to the Lea County Sheriff's Department for FY 21; and

WHEREAS, the funding will be divided 60/40 with the Hobbs Police Department receiving \$12,021.00 and the Lea County Sheriff's Department receiving \$8,014.00; and

WHEREAS, the Lea County Sheriff's Department has agreed to allow the City of Hobbs Police Department to act as fiscal agent.

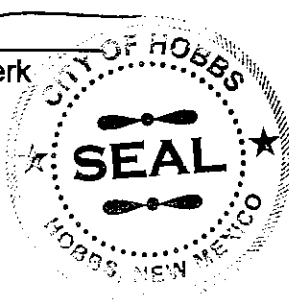
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute the Memorandum of Understanding between the City of Hobbs and Lea County, New Mexico.

PASSED, ADOPTED AND APPROVED this 2<sup>nd</sup> day of August, 2021.



SAM D. COBB, Mayor

ATTEST:

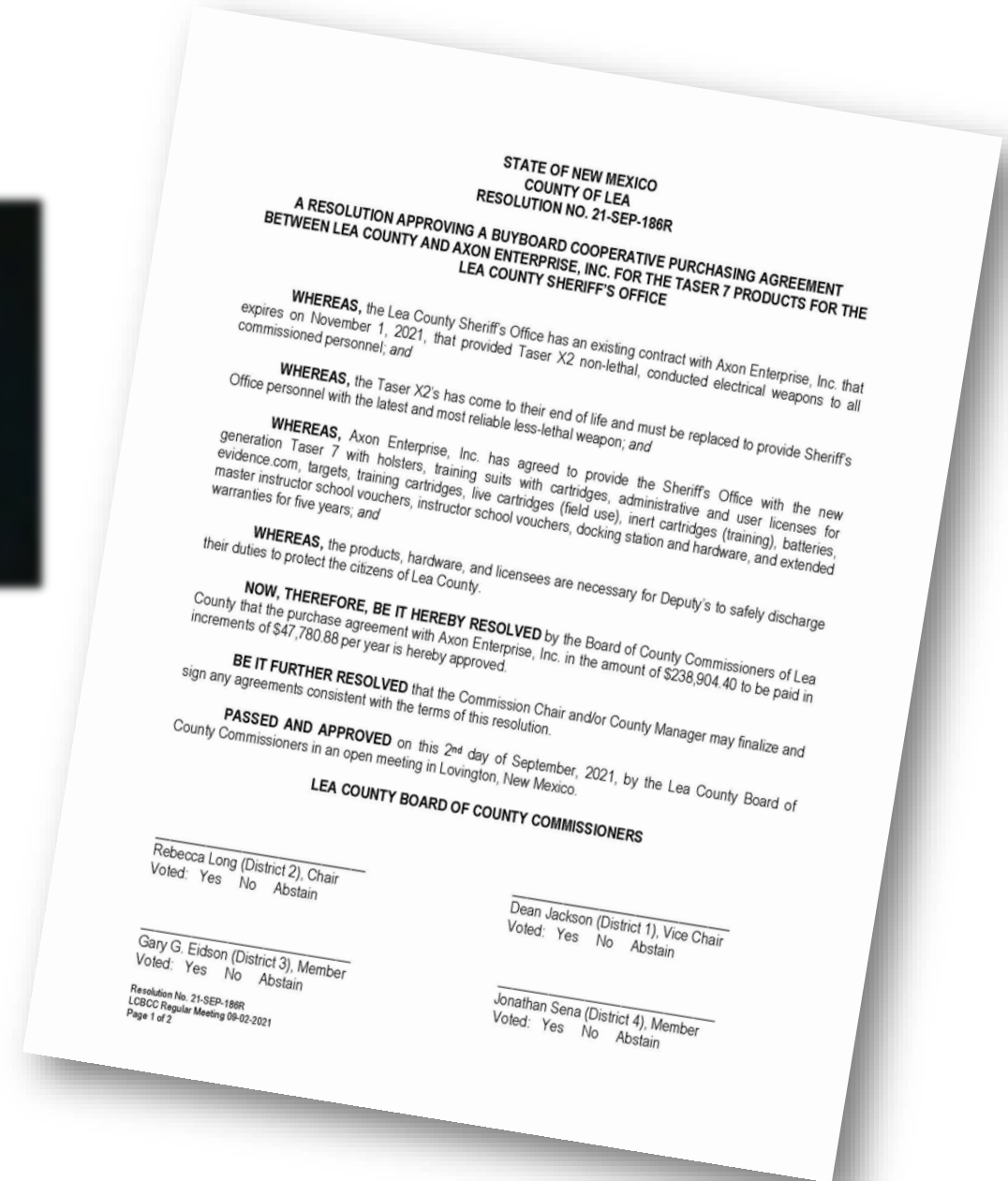
  
JAN FLETCHER, City Clerk



# Consideration of Lea County Resolution No. 21-SEP-186R Approving a Buyboard Cooperative Purchasing Agreement between Lea County and Axon Enterprise, Inc. for the Taser 7 Products for the Lea County Sheriff's Office



Requesting Approval of a Five-Year Agreement to Purchase Taser 7's from Axon Enterprise, Inc. at \$47,780.88 Annually for Five Years







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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sstout@leacounty.net](mailto:sstout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/20/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Michael Walker, Undersheriff, Sheriff's Office	
<b>SUBJECT:</b> Approval of a Five-Year Agreement to Purchase Taser 7's from Axon Enterprise, Inc.	<b>ATTACHMENT(S):</b> Axon Enterprise, Inc. Quote - BuyBoard Pricing Agreement Resolution	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1 Resolution	<b>ACTION REQUESTED:</b> Action Item	
<b>BUDGET LINE ITEM NUMBER:</b> 430-08-4440	<b>FISCAL BUDGET YEAR:</b> 2022	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: The purchase of the Taser 7 and accompanying hardware will replace the aging Taser X2's which have expired warranties. The Taser 7 will fall within Section 3.5 (8) - Safety of the Strategic Plan. The agreement allows the purchase of the latest Taser products and provides all hardware necessary for effective training over the next five-years.		
<b>SUMMARY:</b> The Sheriff's Office wishes to enter into an agreement with Axon Enterprises, Inc. to provide Taser 7's with holsters, training suits with cartridges, administrative and user licenses for evidence.com, targets, training cartridges, live cartridges (field use), inert cartridges (training), batteries, master instructor school vouchers, instructor school vouchers, docking station and hardware, and extended warranties. The agreement is valid under the BuyBoard Pricing Agreement. The agreement is for 60-months at a cost of \$47,780.88 per year beginning September 2022. The total cost over five years is \$237,404.40.		
<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b> Approve the Purchase Agreement with Axon Enterprises, Inc.	<b>Submitter's Signature</b> Department Director, Etc. <b>Michael Walker</b> <small>Digitally signed by Michael Walker Date: 2021.08.20 13:09:32 -06'00'</small>	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Sheriff's capital fund of \$47,780.88 per year for 5 years. The total cost to Lea County will be \$237,404.40. Funds are budgeted in 430-08-4440 for the current year expenditure. Additional funds will be budgeted annually for the costs.	<b>Reviewed by Finance Director</b> <b>Henry C Low Jr</b> <small>Digitally signed by Henry C Low Jr Date: 2021.08.23 09:23:44 -06'00'</small>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> <u>0202</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. <u>21-SEP-186R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-186R

**A RESOLUTION APPROVING A BUYBOARD COOPERATIVE PURCHASING AGREEMENT  
BETWEEN LEA COUNTY AND AXON ENTERPRISE, INC. FOR THE TASER 7 PRODUCTS FOR THE  
LEA COUNTY SHERIFF'S OFFICE**

**WHEREAS**, the Lea County Sheriff's Office has an existing contract with Axon Enterprise, Inc. that expires on November 1, 2021, that provided Taser X2 non-lethal, conducted electrical weapons to all commissioned personnel; *and*

**WHEREAS**, the Taser X2's has come to their end of life and must be replaced to provide Sheriff's Office personnel with the latest and most reliable less-lethal weapon; *and*

**WHEREAS**, Axon Enterprise, Inc. has agreed to provide the Sheriff's Office with the new generation Taser 7 with holsters, training suits with cartridges, administrative and user licenses for evidence.com, targets, training cartridges, live cartridges (field use), inert cartridges (training), batteries, master instructor school vouchers, instructor school vouchers, docking station and hardware, and extended warranties for five years; *and*

**WHEREAS**, the products, hardware, and licensees are necessary for Deputy's to safely discharge their duties to protect the citizens of Lea County.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the purchase agreement with Axon Enterprise, Inc. in the amount of \$238,904.40 to be paid in increments of \$47,780.88 per year 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 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

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

**ATTEST:**     Keith Manes  
                    Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney





# Consideration of Lea County Resolution No. 21-SEP-187R Approving Lea County's Infrastructure Capital Improvements Plan (ICIP) for Fiscal Year 2023 – 2027

## Infrastructure Capital Improvement Plan FY 2023-2027

### Lea County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	Fiscal Year					Total Project Cost	Amount Not Yet Funded	Phases?
						2023	2024	2025	2026	2027			
25414	2023	001	Lea County Courthouse Remodel	Facilities - Administrative Facilities	21,900,000	4,100,000	4,000,000	0	0	0	30,000,000	8,100,000	No
31829	2023	002	Detention Center Renovation Project	Facilities - Other	6,700,000	4,500,000	3,000,000	3,000,000	3,000,000	3,000,000	23,200,000	16,500,000	Yes
28210	2023	003	Alabama Road Rehabilitation	Transportation - Highways/Roads/Bridges	0	2,100,000	900,000	0	0	0	3,000,000	3,000,000	Yes
25407	2023	004	Event Center Infrastructure	Facilities - Other	1,057,000	1,236,000	1,057,000	0	4,650,000	0	8,000,000	6,943,000	Yes
37760	2023	005	Technology Infrastructure	Other - Other	160,000	250,000	250,000	250,000	250,000	250,000	1,410,000	1,250,000	Yes
33043	2023	006	ISO Fire Improvements	Facilities - Fire Facilities	2,000,000	500,000	500,000	0	0	0	3,000,000	1,000,000	Yes
35112	2023	007	Battle Axe Road Widening & Reconstruction	Transportation - Highways/Roads/Bridges	1,530,000	1,000,000	1,400,000	2,300,000	2,000,000	0	8,230,000	6,700,000	Yes
37761	2023	008	Maljamar Fire Station #2	Facilities - Fire Facilities	1,000,000	1,105,000	0	0	0	0	2,105,000	1,105,000	No
28310	2023	009	Hobbs Convenience Center expansion	Other - Other	2,100,000	200,000	200,000	200,000	1,000,000	0	3,700,000	1,600,000	No
35113	2023	010	Knowles Road Reconstruct (Alabama to Stiles)	Transportation - Highways/Roads/Bridges	510,000	600,000	760,000	0	0	0	1,870,000	1,360,000	Yes
30135	2023	011	New County Road Development	Transportation - Highways/Roads/Bridges	400,000	150,000	150,000	150,000	150,000	150,000	1,150,000	750,000	Yes
23179	2023	012	Fairgrounds Renovations	Facilities - Other	200,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,200,000	5,000,000	Yes
33005	2023	013	Community Center Renovations	Facilities - Administrative Facilities	200,000	100,000	100,000	0	0	0	400,000	200,000	No
28327	2023	014	Runway 1-19 Jal Airport Rehab	Transportation - Airports	0	100,000	0	0	0	0	100,000	100,000	No
28237	2023	015	Property Acquisition Lovington Airport	Transportation - Airports	0	35,000	0	0	0	0	35,000	35,000	No

Tuesday, August 31, 2021

Lea County/ICIP 06000



# Consideration of Lea County Resolution No. 21-SEP-187R Approving Lea County's Infrastructure Capital Improvements Plan (ICIP) for Fiscal Year 2023 – 2027

Infrastructure Capital Improvement Plan FY 2023-2027													
28246	2023	016	HOB Runway 3-21 Extension	Transportation - Airports	0	1,685,000	0	0	0	0	1,685,000	1,685,000	No
35117	2024	001	Stiles Road Widening & Reconstruction	Transportation - Highways/Roads/Bridges	0	0	2,910,000	0	0	0	2,910,000	2,910,000	No
28258	2024	002	Property Acquisition Jal Airport	Transportation - Airports	0	0	75,000	0	0	0	75,000	75,000	No
28243	2025	001	Mill/Overlay Parallel Taxiway	Transportation - Airports	0	0	0	1,000,000	0	0	1,000,000	1,000,000	No
33109	2025	002	HOB - ARFF Fire Truck Replacement	Vehicles - Public Safety Vehicle	0	0	0	700,000	0	0	700,000	700,000	No
35121	2025	003	World Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	805,000	0	0	805,000	805,000	No
35118	2026	001	Maljamar Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	0	2,500,000	0	2,500,000	2,500,000	No
32943	2026	002	HOB - RW 17-35 Rehab	Transportation - Airports	0	0	0	0	1,100,000	0	1,100,000	1,100,000	No
28281	2026	003	Taxiway C Relocation HOB	Transportation - Airports	0	0	0	0	1,200,000	0	1,200,000	1,200,000	No
28279	2026	004	Renovations to Taxiways HOB	Transportation - Airports	0	0	0	0	800,000	0	800,000	800,000	No
32945	2027	001	Buckeye Road Rehabilitation	Transportation - Highways/Roads/Bridges	0	0	0	0	0	3,230,000	3,230,000	3,230,000	No
35119	2027	002	Lea Regional Airport - Reconfigure Taxiway D	Transportation - Airports	0	0	0	0	0	200,000	200,000	200,000	No
35120	2027	003	Lea Regional Airport - Lighting on Taxiway D and E	Transportation - Airports	0	0	0	0	0	630,000	630,000	630,000	No
28298	2027	004	Property Acquisition HOB RW 12-30	Transportation - Airports	0	100,000	0	0	0	0	100,000	100,000	No
Number of projects:		29											
Funded to date:		37,757,000											
Year 1:		18,761,000											
Year 2:		16,302,000											
Year 3:		9,405,000											
Year 4:		17,650,000											
Year 5:		8,460,000											
Total Project Cost:		108,335,000											
Total Not Yet Funded:		70,578,000											
Grand Totals													





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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sslout@leacounty.net](mailto:sslout@leacounty.net) by: **Thursday, August 19, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 08/30/2021		SUBMITTED BY Name, Title, Dept: Michael Gallagher, County Manager	
SUBJECT: Lea County's Infrastructure Capital Improvements Plan (ICIP) for FY 2023 - 2027		ATTACHMENT(S): Resolution ICIP FY 2023 - 2027	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution		ACTION REQUESTED:  Action Item	
BUDGET LINE ITEM NUMBER: N/A		FISCAL BUDGET YEAR: FY 2023 - 2027	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: Section 3.3: The County shall provide a safe, reliable and efficient transportation network, and county facilities shall be maintained and shall mee the changing needs of the public.			
<b>SUMMARY:</b> Approval of Lea County's Infrastructure Capital Improvements Plan (ICIP) for FY 2023 - 2027			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b> Review and approve Lea County's Infrastructure Capital Improvements Plan (ICIP) for FY 2023 - 2027		<b>Submitter's Signature</b> Department Director, Etc. 	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost:		<b>Reviewed by Finance Director</b>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)		<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>		<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> <u>0203</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. <u>21-SEP-187R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-187R

A RESOLUTION APPROVING LEA COUNTY'S  
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP) FOR FY 2023 – 2027

**WHEREAS**, Lea County recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; *and*

**WHEREAS**, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; *and*

**WHEREAS**, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; *and*

**WHEREAS**, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

**NOW, THEREFORE, BE IT RESOLVED BY LEA COUNTY, NEW MEXICO** that:

1. Lea County has adopted the attached Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

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

**PASSED, APPROVED and ADOPTED** on this 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

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

**ATTEST:**     Keith Manes  
                  Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

**ATTACHMENT**

**Infrastructure Capital Improvement Plan FY 2023-2027**

**Lea County  
Project Summary**

ID	Year	Rank	Project Title	Category	Funded	2023	2024	2025	2026	2027	Total	Amount	Phases?
					to date						Project	Not Yet	
											Cost	Funded	
25414	2023	001	Lea County Courthouse Remodel	Facilities - Administrative Facilities	21,900,000	4,100,000	4,000,000	0	0	0	30,000,000	8,100,000	No
31829	2023	002	Detention Center Renovation Project	Facilities - Other	6,700,000	4,500,000	3,000,000	3,000,000	3,000,000	3,000,000	23,200,000	16,500,000	Yes
28210	2023	003	Alabama Road Rehabilitation	Transportation - Highways/Roads/Bridges	0	2,100,000	900,000	0	0	0	3,000,000	3,000,000	Yes
25407	2023	004	Event Center Infrastructure	Facilities - Other	1,057,000	1,236,000	1,057,000	0	4,650,000	0	8,000,000	6,943,000	Yes
37760	2023	005	Technology Infrastructure	Other - Other	160,000	250,000	250,000	250,000	250,000	250,000	1,410,000	1,250,000	Yes
33043	2023	006	ISO Fire Improvements	Facilities - Fire Facilities	2,000,000	500,000	500,000	0	0	0	3,000,000	1,000,000	Yes
35112	2023	007	Battle Axe Road Widening & Reconstruction	Transportation - Highways/Roads/Bridges	1,530,000	1,000,000	1,400,000	2,300,000	2,000,000	0	8,230,000	6,700,000	Yes
37761	2023	008	Maljamar Fire Station #2	Facilities - Fire Facilities	1,000,000	1,105,000	0	0	0	0	2,105,000	1,105,000	No
28310	2023	009	Hobbs Convenience Center expansion	Other - Other	2,100,000	200,000	200,000	200,000	1,000,000	0	3,700,000	1,600,000	No
35113	2023	010	Knowles Road Reconstruct (Alabama to Stiles)	Transportation - Highways/Roads/Bridges	510,000	600,000	760,000	0	0	0	1,870,000	1,360,000	Yes
30135	2023	011	New County Road Development	Transportation - Highways/Roads/Bridges	400,000	150,000	150,000	150,000	150,000	150,000	1,150,000	750,000	Yes
23179	2023	012	Fairgrounds Renovations	Facilities - Other	200,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,200,000	5,000,000	Yes
33005	2023	013	Community Center Renovations	Facilities - Administrative Facilities	200,000	100,000	100,000	0	0	0	400,000	200,000	No
28327	2023	014	Runway 1-19 Jal Airport Rehab	Transportation - Airports	0	100,000	0	0	0	0	100,000	100,000	No
28237	2023	015	Property Acquisition Lovington Airport	Transportation - Airports	0	35,000	0	0	0	0	35,000	35,000	No
Tuesday, August 31, 2021											Lea County/ICIP 06000		

# ATTACHMENT

## Infrastructure Capital Improvement Plan FY 2023-2027

28246	2023	016	HOB Runway 3-21 Extension	Transportation - Airports	0	1,685,000	0	0	0	0	1,685,000	1,685,000	No
35117	2024	001	Stiles Road Widening & Reconstruction	Transportation - Highways/Roads/Bridges	0	0	2,910,000	0	0	0	2,910,000	2,910,000	No
28258	2024	002	Property Acquisition Jal Airport	Transportation - Airports	0	0	75,000	0	0	0	75,000	75,000	No
28243	2025	001	Mill/Overlay Parallel Taxiway	Transportation - Airports	0	0	0	1,000,000	0	0	1,000,000	1,000,000	No
33109	2025	002	HOB - ARFF Fire Truck Replacement	Vehicles - Public Safety Vehicle	0	0	0	700,000	0	0	700,000	700,000	No
35121	2025	003	World Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	805,000	0	0	805,000	805,000	No
35118	2026	001	Maljamar Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	0	2,500,000	0	2,500,000	2,500,000	No
32943	2026	002	HOB - RW 17-35 Rehab	Transportation - Airports	0	0	0	0	1,100,000	0	1,100,000	1,100,000	No
28281	2026	003	Taxiway C Relocation HOB	Transportation - Airports	0	0	0	0	1,200,000	0	1,200,000	1,200,000	No
28279	2026	004	Renovations to Taxiways HOB	Transportation - Airports	0	0	0	0	800,000	0	800,000	800,000	No
32945	2027	001	Buckeye Road Rehabilitation	Transportation - Highways/Roads/Bridges	0	0	0	0	0	3,230,000	3,230,000	3,230,000	No
35119	2027	002	Lea Regional Airport - Reconfigure Taxiway D	Transportation - Airports	0	0	0	0	0	200,000	200,000	200,000	No
35120	2027	003	Lea Regional Airport - Lighting on Taxiway D and E	Transportation - Airports	0	0	0	0	0	630,000	630,000	630,000	No
28298	2027	004	Property Acquisition HOB RW 12-30	Transportation - Airports	0	100,000	0	0	0	0	100,000	100,000	No

Number of projects: 29

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	37,757,000	18,761,000	16,302,000	9,405,000	17,650,000	8,460,000	108,335,000	70,578,000

Tuesday, August 31, 2021

Lea County/ICIP 06000



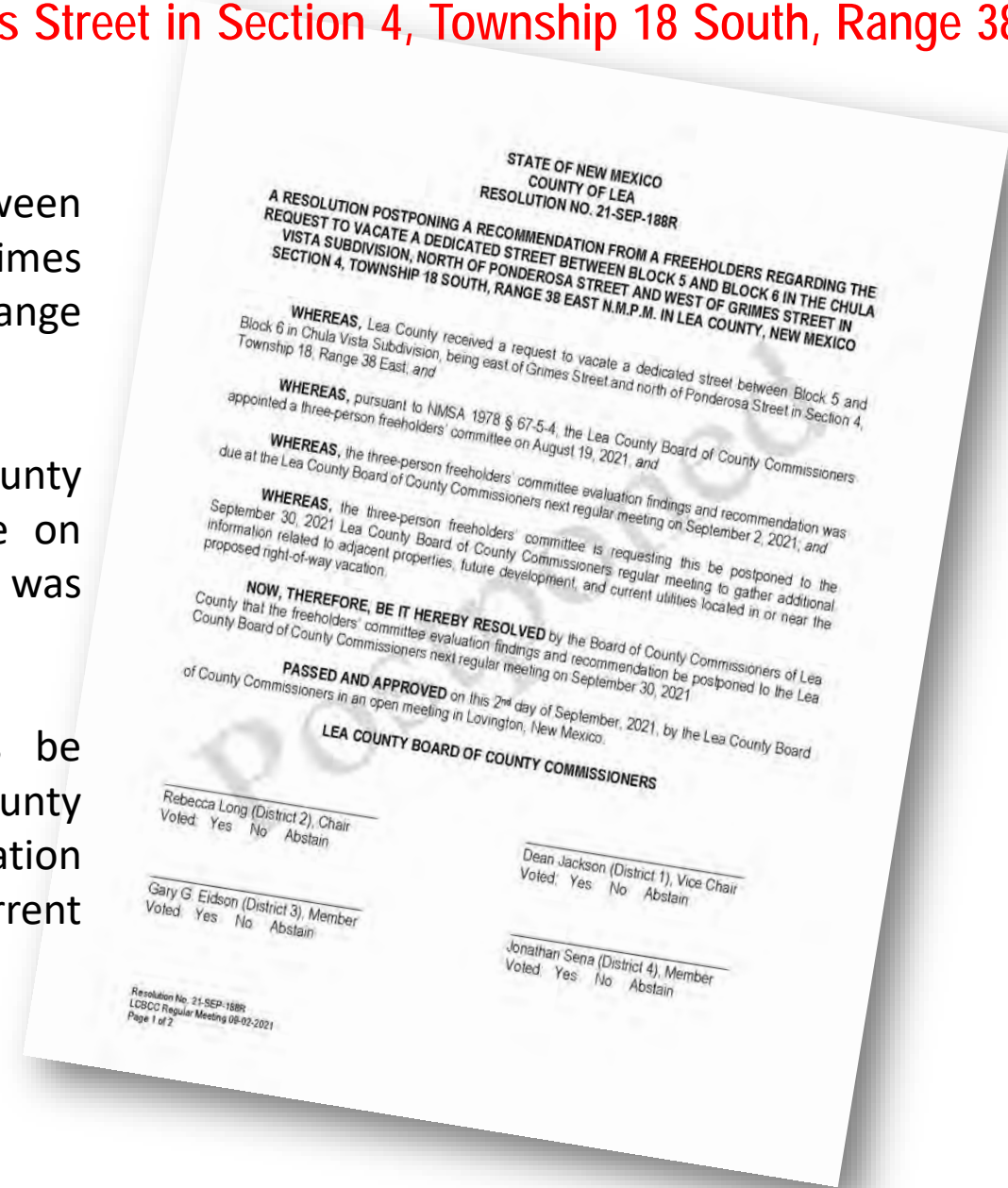


# Consideration of Lea County Resolution No. 21-SEP-188R Approving a Recommendation from a Freeholders Regarding the Request to Vacate a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico

Lea County received a request to vacate a dedicated street between Block 5 and Block 6 in Chula Vista Subdivision, being east of Grimes Street and north of Ponderosa Street in Section 4, Township 18, Range 38 East.

Pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners appointed a three-person freeholds committee on August 19, 2021. The evaluation findings and recommendation was due back to the Board on September 2, 2021.

The three-person freeholders' committee is requesting this be postponed to the September 30, 2021 Lea County Board of County Commissioners regular meeting to gather additional information related to adjacent properties, future development, and current utilities located in or near the proposed right-of-way vacation.





# Consideration of Lea County Resolution No. 21-SEP-188R Approving a Recommendation from a Freeholders Regarding the Request to Vacate a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico

23396

## CHULA VISTA SUBDIVISION

LEA COUNTY, NEW MEXICO

JOHN W. WEST ENGINEERING CO.  
—CONSULTANTS—

SCALE  
1" = 100'

### DEDICATION

STATE OF NEW MEXICO )  
COUNTY OF LEA ) ss

KNOW ALL MEN BY THESE PRESENTS

THAT THE SUBDIVISION SHOWN HEREON AND HEREBY DESIGNATED CHULA VISTA SUBDIVISION, LEA COUNTY, NEW MEXICO, CONSISTING OF A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT, FROM WHICH THE COMMON CORNER OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO BEARS SOUTH 0°00' EAST, A DISTANCE OF 500 FEET; THENCE NORTH 89°00' WEST, A DISTANCE OF 264.4 FEET; THENCE NORTH 0°00' WEST, A DISTANCE OF 500 FEET; THENCE SOUTH 89°00' EAST, A DISTANCE OF 264.4 FEET; THENCE SOUTH 0°00' EAST, A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING.

IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF, SURVEYED AND SUBDIVIDED ACCORDING TO THE LOTS AND BLOCKS AS THEY APPEAR ON THE PLAT AFFIXED HEREON AND THE STREETS AS THEY APPEAR ON SAID PLAT ARE DEDICATED TO THE USE OF THE PUBLIC.

THERE IS HEREBY RESERVED BY THE PREVIOUS OWNER OF SAID LAND ALL OF THE OIL, GAS, AND OTHER MINERALS LOCATED THEREIN AND THEREUNDER.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER AND PROPRIETOR OF SAID LAND HAS CAUSED THESE PRESENTS TO BE EXECUTED BY LOLA BAILEY, A MARRIED WOMAN, DEALING IN HER SOLE AND SEPARATE ESTATE, ON THIS DAY OF July, 1964 A.D.

Lola Bailey  
LOLA BAILEY

STATE OF NEW MEXICO )  
COUNTY OF LEA ) ss

ON THIS 15 DAY OF July, 1964 A.D., BEFORE ME PERSONALLY APPEARED LOLA BAILEY, TO ME KNOWN TO BE THE PERSON DESCRIBED IN, AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME AS HER FREE ACT AND DEED.

MY COMMISSION EXPIRES 3-20-65 NOTARY Richard R. Rife

### CERTIFICATE OF APPROVAL BY THE COUNTY COMMISSIONERS

STATE OF NEW MEXICO )  
COUNTY OF LEA ) ss

BE IT KNOWN THAT THE AFFIXED PLAT OF THE CHULA VISTA SUBDIVISION, CONSISTING OF LAND SUBDIVIDED AS A PROPOSED SUBDIVISION IN LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, ASSEMBLED AT A MEETING ON THE 15 DAY OF July, 1964 A.D., AND THE SUBDIVISION AS SHOWN ON SAID PLAT WAS THEREUPON APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD.

IN WITNESS WHEREOF THE BOARD OF COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, HAS CAUSED THIS INSTRUMENT TO BE SIGNED BY ITS CHAIRMAN AND ATTESTED TO BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, ON THIS 23 DAY OF Sept, 1964 A.D.

ATTEST  
John R. Rife  
COUNTY CLERK

BOARD OF COUNTY COMMISSIONERS  
Raymond Rife  
CHAIRMAN OF THE BOARD

### CERTIFICATE OF MUNICIPAL APPROVAL

STATE OF NEW MEXICO )  
COUNTY OF LEA ) ss

I, HAZEL ANDERSON, THE DULY APPOINTED, QUALIFIED, AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF THE CHULA VISTA SUBDIVISION, LEA COUNTY, NEW MEXICO, WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. 188, ON THE 23 DAY OF Sept, 1964 A.D.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE CORPORATE SEAL THIS 23 DAY OF Sept, 1964 A.D.

Hazel Anderson  
CITY CLERK

THE PLAT, RESTRICTIONS, AND DEDICATION APPROVED AND ACCEPTED THIS 16 DAY OF Sept, 1964 A.D. BY THE CITY PLANNING COMMISSION OF HOBBS, NEW MEXICO.

Harold J. Johnson  
SECRETARY

### ENGINEERS' CERTIFICATE

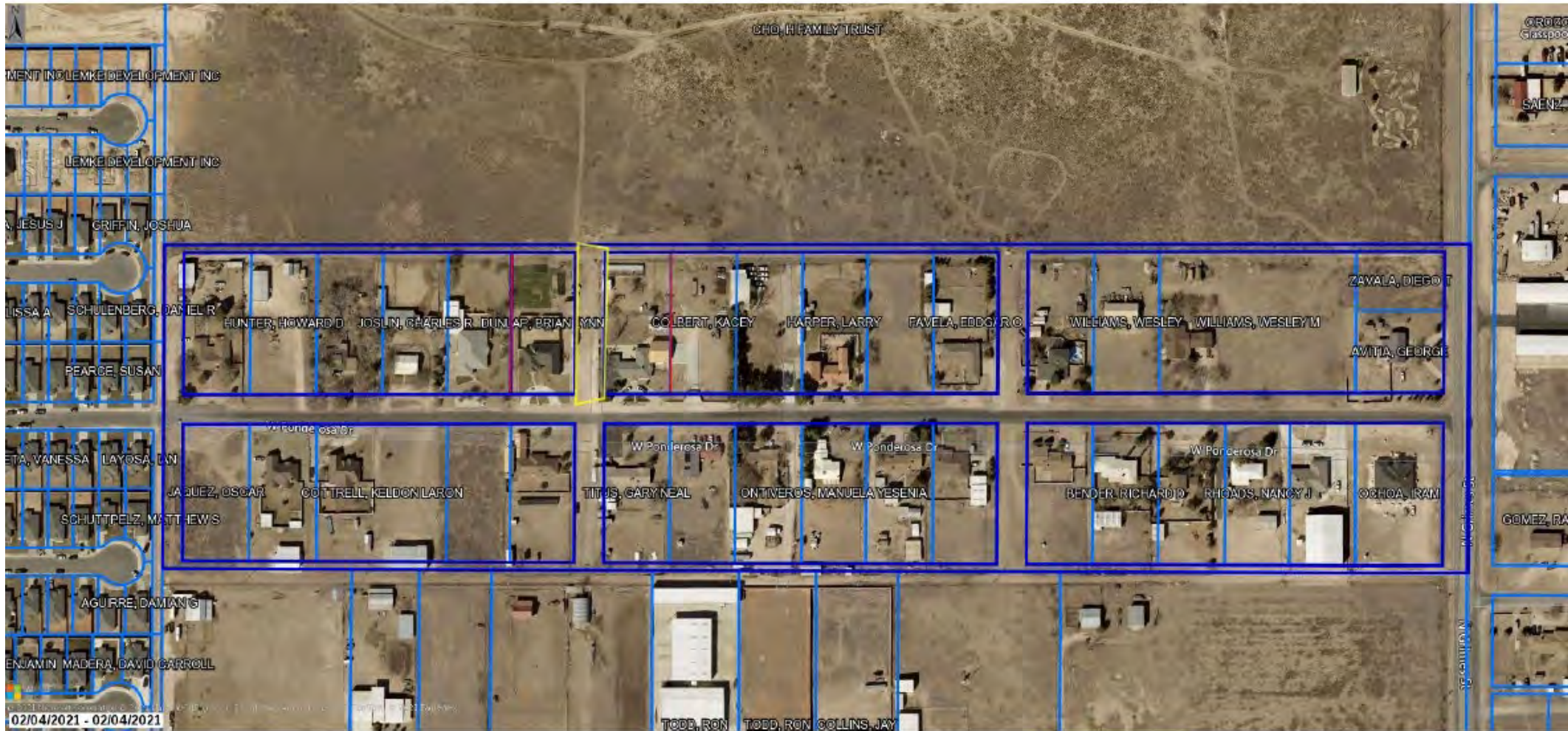
I, JOHN W. WEST, REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT HEREON HAS BEEN DRAWN FROM THE DATA IN THE FIELD BY ME, AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

IN WITNESS WHEREOF, I HAVEUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THIS 23 DAY OF Sept, 1964 A.D.

John W. West  
JOHN W. WEST, P.E., No. 676



# Consideration of Lea County Resolution No. 21-SEP-188R Approving a Recommendation from a Freeholders Regarding the Request to Vacate a Dedicated Street Between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East N.M.P.M. in Lea County, New Mexico







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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sshout@leacounty.net](mailto:sshout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/27/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Corey Needham, ACM	
<b>SUBJECT:</b> Recommendation from a Freeholders Regarding the Request to Vacate a Dedicated Street between Blk 5 and Blk 6 in the Chula Vista Subdivision.	<b>ATTACHMENT(S):</b>	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b>	<b>ACTION REQUESTED:</b> Action Item	
<b>BUDGET LINE ITEM NUMBER:</b>	<b>FISCAL BUDGET YEAR:</b> FY 20/21	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan:		
<b>SUMMARY:</b> Freeholders Committee recommends postponing a vote related to the vacation of a dedicated street between Block 5 and Block 6 in the Chula Vista Subdivision, North of Ponderosa Street and West of Grimes Street in Section 4, Township 18 South, Range 38 East NMPM.  Additional time will allow freeholders to gather additional information related to adjacent properties, future development, and current utilities located in or near the proposed right-of-way vacation.		
<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b> Postpone to future meeting	<b>Submitter's Signature</b> Department Director, Etc. Corey Needham <small>Digitally signed by Corey Needham Date: 2021.08.27 11:13:43 -06'00'</small>	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: ByPass Finance Review	<b>Reviewed by Finance Director</b> ByPass Finance Review <small>Digitally signed by ByPass Finance Review Date: 2021.09.01 12:30:53 -06'00'</small>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> 0204 <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. <u>21-SEP-188R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-188R

**A RESOLUTION POSTPONING A RECOMMENDATION FROM A FREEHOLDERS REGARDING THE REQUEST TO VACATE A DEDICATED STREET BETWEEN BLOCK 5 AND BLOCK 6 IN THE CHULA VISTA SUBDIVISION, NORTH OF PONDEROSA STREET AND WEST OF GRIMES STREET IN SECTION 4, TOWNSHIP 18 SOUTH, RANGE 38 EAST N.M.P.M. IN LEA COUNTY, NEW MEXICO**

**WHEREAS**, Lea County received a request to vacate a dedicated street between Block 5 and Block 6 in Chula Vista Subdivision, being east of Grimes Street and north of Ponderosa Street in Section 4, Township 18, Range 38 East; *and*

**WHEREAS**, pursuant to NMSA 1978 § 67-5-4, the Lea County Board of County Commissioners appointed a three-person freeholders' committee on August 19, 2021; *and*

**WHEREAS**, the three-person freeholders' committee evaluation findings and recommendation was due at the Lea County Board of County Commissioners next regular meeting on September 2, 2021; *and*

**WHEREAS**, the three-person freeholders' committee is requesting this be postponed to the September 30, 2021 Lea County Board of County Commissioners regular meeting to gather additional information related to adjacent properties, future development, and current utilities located in or near the proposed right-of-way vacation.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the freeholders' committee evaluation findings and recommendation be postponed to the Lea County Board of County Commissioners next regular meeting on September 30, 2021.

**PASSED AND APPROVED** on this 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

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

**ATTEST:**     Keith Manes  
                  Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney





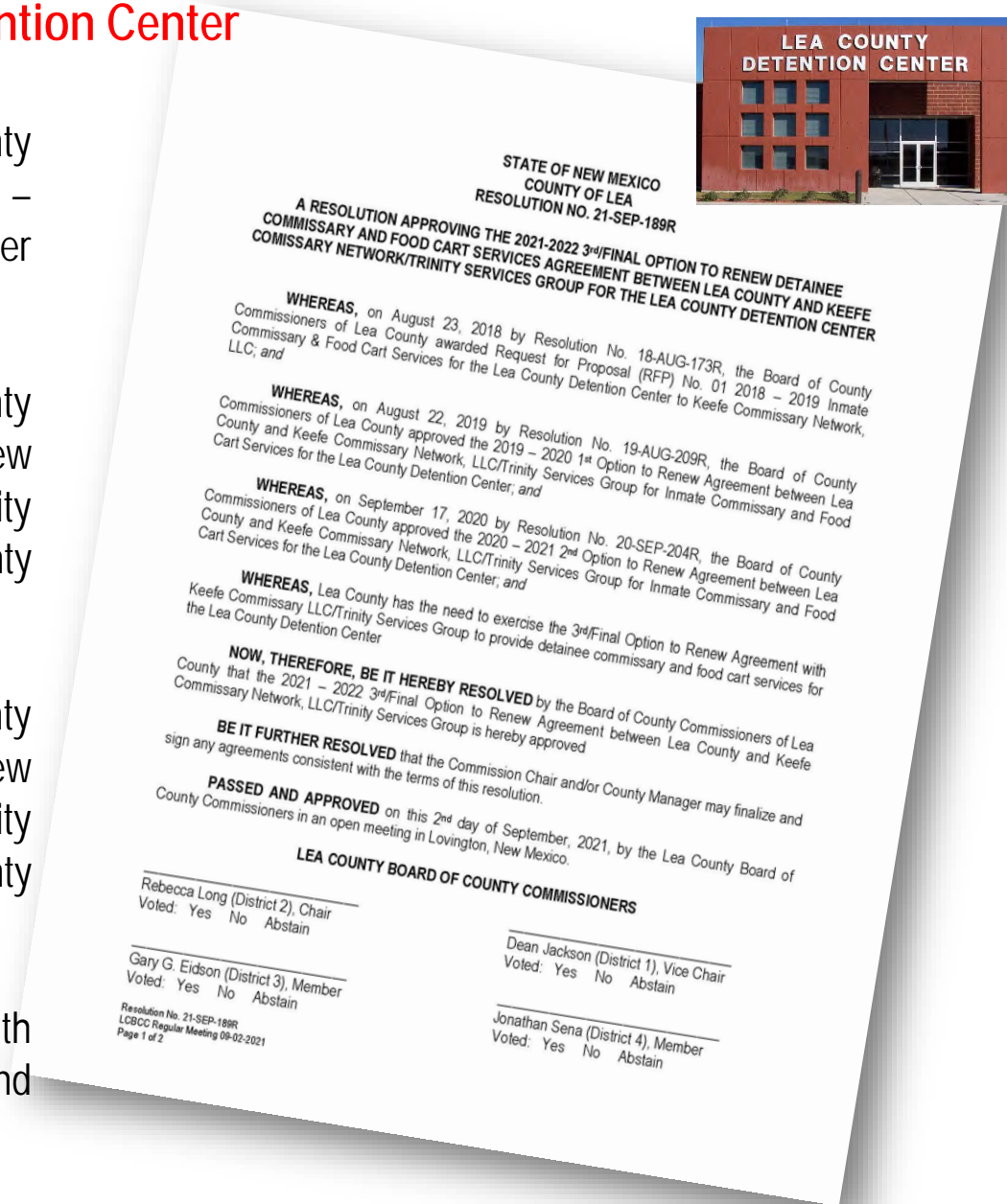
# Consideration of Lea County Resolution No. 21-SEP-189R Approving the 2021 – 2022 3rd/Final Option to Renew Agreement between Lea County and Keefe Commissary Network LLC/Trinity Services Group for Detainee Commissary and Food Cart Services at the Lea County Detention Center

On August 23, 2018 by Resolution No. 18-AUG-173R, the Board of County Commissioners of Lea County awarded Request for Proposal (RFP) No. 01 2018 – 2019 Inmate Commissary & Food Cart Services for the Lea County Detention Center to Keefe Commissary Network, LLC.

On August 22, 2019 by Resolution No. 19-AUG-209R, the Board of County Commissioners of Lea County approved the 2019 – 2020 1st Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group for Inmate Commissary and Food Cart Services for the Lea County Detention Center; and

On September 17, 2020 by Resolution No. 20-SEP-204R, the Board of County Commissioners of Lea County approved the 2020 – 2021 2nd Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group for Inmate Commissary and Food Cart Services for the Lea County Detention Center; and

Lea County has the need to exercise the 3rd/Final Option to Renew Agreement with Keefe Commissary LLC/Trinity Services Group to provide detainee commissary and food cart services for the Lea County Detention Center





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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssout@leacounty.net](mailto:ssout@leacounty.net) by: **Thursday, August 19, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 08/19/2021		SUBMITTED BY Name, Title, Dept:	
SUBJECT: Detainee Commissary and Food Cart Services		ATTACHMENT(S): 1st, 2nd, 3rd/Final Option to Renew Trinity Services Group Approved Agreement	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution, 2 Agreements		ACTION REQUESTED:  Action Item	
BUDGET LINE ITEM NUMBER:		FISCAL BUDGET YEAR: 2021-2022	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: Enter a 3rd/Final agreement between Keefe Commissary Network LLC/Trinity Services Group and Lea County for a 12 month term to provide detainees the opportunity to purchase snacks to supplement their meals as well as hygiene, clothing and miscellaneous items.			
<b>SUMMARY:</b> Renewal for a 12 month term beginning September 12, 2021 and ending September 11, 2022 under the same terms and conditions contained in the approved agreement.			
<b>Requested Items Needed for Presentation</b> Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:		See Additional Summary Attached <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b> Approve and sign 3rd /Final 12 month renewal		<b>Submitter's Signature</b> 	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: There is no cost to Lea County with a financial impact of 25% commission from the commissary renewal		<b>Reviewed by Finance Director</b>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)		<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>		<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> 0205 <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. <u>21-SEP-189R</u> Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-189R

**A RESOLUTION APPROVING THE 2021-2022 3<sup>rd</sup>/FINAL OPTION TO RENEW DETAINEE  
COMMISSARY AND FOOD CART SERVICES AGREEMENT BETWEEN LEA COUNTY AND KEEFE  
COMISSARY NETWORK/TRINITY SERVICES GROUP FOR THE LEA COUNTY DETENTION CENTER**

**WHEREAS**, on August 23, 2018 by Resolution No. 18-AUG-173R, the Board of County Commissioners of Lea County awarded Request for Proposal (RFP) No. 01 2018 – 2019 Inmate Commissary & Food Cart Services for the Lea County Detention Center to Keefe Commissary Network, LLC; *and*

**WHEREAS**, on August 22, 2019 by Resolution No. 19-AUG-209R, the Board of County Commissioners of Lea County approved the 2019 – 2020 1<sup>st</sup> Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group for Inmate Commissary and Food Cart Services for the Lea County Detention Center; *and*

**WHEREAS**, on September 17, 2020 by Resolution No. 20-SEP-204R, the Board of County Commissioners of Lea County approved the 2020 – 2021 2<sup>nd</sup> Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group for Inmate Commissary and Food Cart Services for the Lea County Detention Center; *and*

**WHEREAS**, Lea County has the need to exercise the 3<sup>rd</sup>/Final Option to Renew Agreement with Keefe Commissary LLC/Trinity Services Group to provide detainee commissary and food cart services for the Lea County Detention Center

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the 2021 – 2022 3<sup>rd</sup>/Final Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group 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 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

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

**ATTEST:**     Keith Manes  
                    Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

**2021-2022 - 3rd / FINAL OPTION TO RENEW**

**COMMISSARY - PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made between the **LEA COUNTY BOARD OF COMMISSIONERS**, acting by and through its Chairman and located in the County of Lea, State of New Mexico, (hereinafter referred to as "**COUNTY**") and **KEEFE COMMISSARY NETWORK/TRINITY SERVICES GROUP**, located at 10880 Linpage Place, St Louis, MO 63132 (hereinafter referred to as "**KEEFE**").

**WHEREAS**, the **COUNTY** has engaged **KEEFE** for commissary services at the LEA COUNTY DETENTION CENTER;

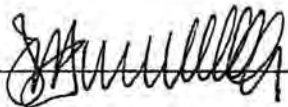
**NOW THEREFORE**, the **COUNTY** hereby exercises their right to renew Proposal # 01 - (18-19) for a twelve-month term beginning on September 12, 2021 and ending September 11, 2022, **upon the same terms and conditions contained in the original contract** (copy attached).

**IN WITNESS WHEREOF**, we have hereunto affixed our hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2021.

KEEFE COMMISSARY NETWORK LLC

BOARD OF COUNTY COMMISSIONERS  
LEA COUNTY, NEW MEXICO

\_\_\_\_\_  


By: \_\_\_\_\_  
Rebecca Long, Chair

ATTEST: Keith Manes  
Lea County Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

By: \_\_\_\_\_  
John Caldwell, Lea County Attorney

\* **NEXT PAGE** : NOTARY REQUIRED for Contractor's Signature



3rd / FINAL OPTION TO RENEW  
RFP # 01 – (18-19)  
Commissary Services  
Page 2

STATE OF Missouri )  
COUNTY OF St. Louis ) ss.

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2021

by JOHN PURICELLI EXECUTIVE VICE PRESIDENT  
(Name) (Title)

of KEEFE COMMISSARY NETWORK LLC a MISSOURI  
(Corporation) (Place of Incorporation) corporation, on behalf of

said corporation.

My Commission Expires: 10/24/2024 Bonnie S. Williams  
Notary Public

BONNIE S. WILLIAMS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for St. Louis County  
My Commission Expires 10/24/2024  
Commission # 12409046

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 20-SEP-204R

**A RESOLUTION APPROVING THE 2020 – 2021 2<sup>ND</sup> OPTION TO RENEW AGREEMENT BETWEEN  
LEA COUNTY AND KEEFE COMMISSARY NETWORK, LLC/TRINITY SERVICES GROUP FOR  
DETAINEE COMMISSARY AND FOOD CART SERVICES AT THE LEA COUNTY DETENTION CENTER**

**WHEREAS**, on August 23, 2018 by Resolution No. 18-AUG-173R, the Board of County Commissioners of Lea County awarded Request for Proposal (RFP) No. 01 2018 – 2019 Inmate Commissary & Food Cart Services for the Lea County Detention Center to Keefe Commissary Network, LLC; *and*

**WHEREAS**, on August 22, 2019 by Resolution No. 19-AUG-209R, the Board of County Commissioners of Lea County approved the 2019 – 2020 1<sup>st</sup> Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group for Inmate Commissary and Food Cart Services for the Lea County Detention Center; *and*

**WHEREAS**, Lea County has the need to exercise the 2<sup>nd</sup> Option to Renew Agreement with Keefe Commissary Network LLC/Trinity Services Group to provide Detainee Commissary and Food Cart Services for the Lea County Detention Center.

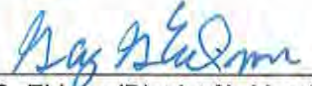
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the 2020 – 2021 2<sup>nd</sup> Option to Renew Agreement between Lea County and Keefe Commissary Network, LLC/Trinity Services Group is hereby approved.


**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 17<sup>th</sup> day of September, 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


Lea County  
SEP 17 2020  
LCBCC Meeting

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

**ATTEST:**    Keith Manes  
                  Lea County Clerk

By:   
Hollye Shearer, Deputy Clerk

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

  
John W. Caldwell, County Attorney





2020-2021 - 2nd OPTION TO RENEW

COMMISSARY - PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made between the **LEA COUNTY BOARD OF COMMISSIONERS**, acting by and through its Chairman and located in the County of Lea, State of New Mexico, (hereinafter referred to as "**COUNTY**") and **KEEFE COMMISSARY NETWORK LLC / TRINITY SERVICES GROUP**, located at 10880 Linpage Place, St Louis, MO 63132 (hereinafter referred to as "**KEEFE**").

**WHEREAS**, the **COUNTY** has engaged **KEEFE** for commissary services at the LEA COUNTY DETENTION CENTER;

**NOW THEREFORE**, the **COUNTY** hereby exercises their right to renew Proposal # 01 - (18-19) for a twelve-month term beginning on September 12, 2020 and ending September 11, 2021, **upon the same terms and conditions contained in the original contract** (copy attached).

**IN WITNESS WHEREOF**, we have hereunto affixed our hands and seals this

17<sup>th</sup> day of September, 2020.

KEEFE COMMISSARY NETWORK LLC

[Signature]  
John Puricelli, Executive Vice President

BOARD OF COUNTY COMMISSIONERS  
LEA COUNTY, NEW MEXICO

By: [Signature]  
Rebecca Long, Chair

ATTEST: Keith Manes  
Lea County Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: [Signature]  
Hollye Shearer, Deputy Clerk

By: [Signature]  
John Caldwell, Lea County Attorney

\* NEXT PAGE : NOTARY REQUIRED for Contractor's Signature



2nd OPTION TO RENEW  
RFP # 01 – (18-19)  
Commissary Services  
Page 2

STATE OF Missouri )  
 )ss.  
COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 4th day of August, 2020

by John Puricelli, Executive Vice President  
(Name) (Title)

of Keefe Commissary Network, LLC a 10880 LinPage PL 63132 corporation, on behalf of  
(Corporation) (Place of Incorporation)

said corporation.

My Commission Expires: \_\_\_\_\_

Bonnie S. Williams  
Notary Public

**BONNIE S. WILLIAMS**  
Notary Public - State of Missouri  
My Commission Expires October 24, 2020  
St. Louis County  
Commission #12409046



STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 19-AUG-209R

A RESOLUTION APPROVING THE 2019 – 2020 1<sup>ST</sup> OPTION TO RENEW  
INMATE COMMISSARY AND FOOD CART SERVICES AGREEMENT  
BETWEEN LEA COUNTY AND KEEFE COMMISSARY NETWORK/TRINITY SERVICES GROUP  
FOR THE LEA COUNTY DETENTION CENTER

**WHEREAS**, Lea County Board of County Commissioners awarded Proposal No. 01 2018 – 2019 to Keefe Commissary Network/Trinity Services Group to provide inmate Commissary and Food Cart Services for Lea County inmates; *and*

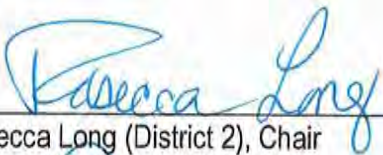
**WHEREAS**, Lea County has a need to exercise the 1<sup>st</sup> Option to Renew with Keefe Commissary Network/Trinity Services Group to provide inmate Commissary and Food Cart Services for Lea County inmates.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County, that the 1<sup>st</sup> Option to Renew Inmate Commissary and Food Cart Services Agreement with Keefe Commissary Network/Trinity Services Group is hereby approved.

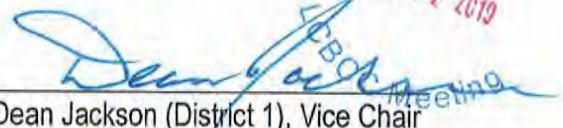
**BE IT FURTHER RESOLVED** that the Commission Chair and/or County Manager may finalize and sign any agreements consistent with the terms of this resolution.

**PASSED and APPROVED** on this 22<sup>nd</sup> day of August, 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



Jonathan Sena (District 3), Member  
Voted: ☒ Yes ☐ No ☐ Abstain



Gary G. Eidson (District 4), Member  
Voted: ☒ Yes ☐ No ☐ Abstain



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

Lea County  
AUG 22 2019  
CBOC Meeting

ATTEST: Keith Manes  
Lea County Clerk

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: Hollye Shearer  
Hollye Shearer, Deputy Clerk

John W. Caldwell  
John W. Caldwell, County Attorney





**2019-2020 - 1st OPTION TO RENEW**

**COMMISSARY - PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made between the **LEA COUNTY BOARD OF COMMISSIONERS**, acting by and through its Chairman and located in the County of Lea, State of New Mexico, (hereinafter referred to as "**COUNTY**") and **KEEFE COMMISSARY NETWORK/TRINITY SERVICES GROUP**, located at 10880 Limpage Place, St Louis, MO 63132 (hereinafter referred to as "**KEEFE** ").

**WHEREAS**, the **COUNTY** has engaged **KEEFE** for commissary services at the LEA COUNTY DETENTION CENTER;

**NOW THEREFORE**, the **COUNTY** hereby exercises their right to renew Proposal # 01 - (18-19) for a twelve-month term beginning on September 12, 2019 and ending September 11, 2020, **upon the same terms and conditions contained in the original contract** (copy attached).

**IN WITNESS WHEREOF**, we have hereunto affixed our hands and seals this

22nd day of August, 2019.

KEEFE COMMISSARY NETWORK

BOARD OF COUNTY COMMISSIONERS  
LEA COUNTY, NEW MEXICO

  
\_\_\_\_\_


By:   
Rebecca Long, Chair

ATTEST: Keith Manes  
Lea County Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

By: Hollye Shearer  
Hollye Shearer, Deputy Clerk



By:   
John Caldwell, Lea County Attorney

1<sup>st</sup> OPTION TO RENEW  
RFP # 01 – (18-19)  
Commissary Services  
Page 2

STATE OF Missouri )  
 )ss.  
COUNTY OF St. Louis )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2019

by John Puricelli, Executive Vice President,  
(Name) (Title)

of Keefe Commissary Network, LLC a 10880 LinPage Place corporation, on behalf of  
(Corporation) (Place of Incorporation)

said corporation.

My Commission Expires: October, 24 2020

Bonnie S. Witeany  
Notary Public

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 18-AUG-173R

A RESOLUTION AWARDING PROPOSAL NO. 01 2018 - 2019 FOR  
INMATE COMMISSARY & FOOD CART SERVICES FOR THE LEA COUNTY DETENTION CENTER  
TO KEEFE COMMISSARY NETWORK, LLC

**WHEREAS**, Lea County Board of County Commissioners issued Request for Proposal No. 01 2018 - 2019 for Inmate Commissary and Food Cart Services for the Lea County Detention Center; and

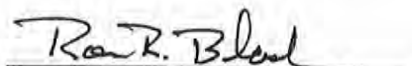
**WHEREAS**, Lea County has a need to award Proposal No. 1 2018 - 2019 to Keefe Commissary Network, LLC. to provide Commissary and Food Cart Services to the Lea County Detention Center Inmates.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County, that Proposal No. 01 2018 - 2019 for Inmate Commissary and Food Cart Services for the Lea County Detention Center is awarded to Keefe Commissary Network, LLC.

**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 23<sup>rd</sup> day of August, 2018, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

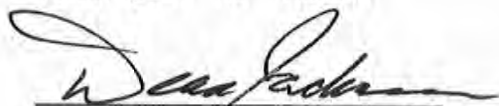
LEA COUNTY BOARD OF COUNTY COMMISSIONERS



Ron R. Black, Chair

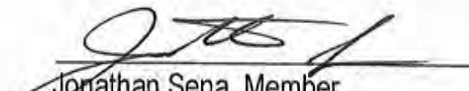
Voted: ☒ Yes No Abstain

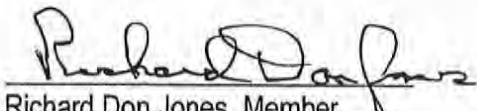
  
Rebecca Long, Vice Chair  
Voted: ☒ Yes ☐ No Abstain



Dean Jackson, Member

Voted: ☒ Yes No Abstain

  
Jonathan Sena, Member  
Voted: ☒ Yes ☐ No Abstain



Richard Don Jones, Member

Voted: ☒ Yes No Abstain



**ATTEST:** Keith Manes  
Lea County Clerk

By:

*Kelli Williams*

Kelli Williams, Deputy Clerk

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

*[Signature]*

John W. Caldwell, County Attorney



**KEEFE COMMISSARY NETWORK, LLC**  
**COMMISSARY SERVICES AGREEMENT**

This Agreement ("Agreement") is made by and between KEEFE COMMISSARY NETWORK, LLC ("Keefe"), and LEA COUNTY ("Customer") (collectively, the "Parties").

Keefe is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities throughout the United States, including the Customer; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the ordering of commissary items by inmates and the operation of and payment for commissary (collectively, "Commissary Services").

Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the Keefe proprietary software, as also listed in Exhibit A ("Keefe Software"); (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY KEEFE.** Keefe agrees that, on an as-needed basis, it will download all inmate orders for commissary items. Keefe will bag, box, and ship such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Keefe will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Keefe shall supply Customer with the Computer Equipment and Keefe Software as listed in **Exhibit A**. Customer agrees to return all Computer Equipment and Keefe Software to Keefe in workable order upon contract termination. Keefe hereby grants to Customer a non-exclusive, royalty-free license to use the Keefe Software during the term of this Agreement. All software supplied by Keefe is proprietary and shall at all times remain the property of Keefe with title and all rights vested in and retained by Keefe. Customer hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the Keefe Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Keefe shall remain the property of Keefe unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Keefe will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Keefe's standard credit terms (NET 30 DAYS).



4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to **25%** of Adjusted Gross Sales of commissary items. "Adjusted Gross Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Keefe after negotiation with Customer.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Keefe. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Keefe. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Keefe's Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Keefe will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Keefe will provide the network connectivity. Keefe will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit C. Except as provided for herein, no fees for this service will be borne by Customer.

7. **CHUCK WAGON PROGRAM.** This Agreement includes Keefe's "Chuck Wagon" cart service which will supplement commissary services provided by Keefe. The Chuck Wagon service will be provided to Customer's inmates on days and times mutually agreed upon by the Parties. The food products which Keefe will provide will be mutually agreed upon by Keefe and Customer as well as the prices for which the products will be sold to the inmates. Inmate Chuck Wagon spending limits shall be in addition to the commissary spend limits and may be established and revised by the Customer in its discretion. Keefe will provide all necessary products and labor related to its Chuck Wagon service. Customer will provide Keefe with secured storage space and electrical power to store all necessary deliver cart(s) and inventory within the Customer's facility. Customer will reimburse Keefe each week for all Chuck Wagon sales. Keefe will return to Customer **25%** of net sales. (Net sales are defined as total sales less any applicable taxes and returns).

8. **PACKAGE PROGRAM.** This Agreement includes Keefe's Access Securepak® Inmate Package Program Service. Keefe shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Customer will be paid a commission for this service equal to **10%** of all final Securepak sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Keefe shall deliver Securepak orders to Customer's facility one (1) time per week. Customer agrees that Keefe may charge a processing fee for each order in the amount of Five Dollars Ninety-Five Cents (\$5.95). Increases to the processing fee must be approved by Customer.



9. **TERM & TERMINATION.** This Agreement shall become effective as of the 3rd day of September 2018, and shall continue in effect for a period of one (1) year (the "Base Term"). Thereafter, upon mutual consent, the Parties may renew the Agreement for up to three (3) additional one-year terms. If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Keefe's option, return all Computer Equipment and Keefe Software, and certify such removal and return in writing to Keefe. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Keefe of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Keefe's supplied hardware, software or its operating procedures. Customer shall not, during the term of this Agreement nor for one (1) year following its termination or expiration, solicit to hire, hire, or contract with any employee or former employee of Keefe, Trinity Services Group, Inc. or any of their parents or subsidiaries, direct or indirect. In the event that Customer breaches its covenant not to hire an employee or former employee, Customer agrees to pay Keefe an amount equal to the annual salary of such employee.

12. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of New Mexico, Lea County, (ii) and agree that this Agreement shall be governed by, interpreted and construed in accordance with, the laws of the State of New Mexico, without regard to any conflicts of law.

13. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Keefe and Customer.



14. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

16. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

17. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

18. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.

19. **EXCLUSIVITY.** Customer hereby agrees that Keefe has the exclusive right to provide the Commissary Services for Customer.



20. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

21. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

22. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

23. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

24. Keefe will continue to provide Lea County a commission statement summary for all programs by the 4<sup>th</sup> of each month.

<SIGNATURE PAGE TO FOLLOW>

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

**Lea County**

By: *Ron R. Black*  
Name: Ron R. Black  
Title: Chair, Lea County Board of County Commissioners  
Date: 8/23/2018  
Address for Notice:

100 N. Main  
Laughlin, NM 88260

**Keefe Commissary Network, LLC**

By: *John Puricelli*  
Name: John Puricelli  
Title: Executive Vice President  
Date: 8/22/18  
Address for Notice:  
10880 Lin Page Place, St. Louis, MO 63132

With a copy to:  
General Counsel, TKC Holdings, Inc.  
1260 Andes Blvd., St. Louis MO 63132

**Exhibit A**  
**Hardware / Software Featured**

**Description**

(10) Housing Kiosk Units (Currently in use)

Lobby Cashier Unit for Deposit Services (Currently in use)

Cobra Banker Inmate Trust Fund Software (Currently in use)

**Exhibit B**  
**Noncommissioned Items**

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items



**Exhibit C**  
**Payment Services**

1. **Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
3. **Responsibilities of Keefe.**
  - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
  - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
  - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
  - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
  - e. Keefe will provide sufficient promotional material to be posted by Customer.
  - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
  - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
4. **Responsibilities of Customer.**
  - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
  - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to



- customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.
- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
  - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
  - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.
  - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
  - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
5. **Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.
6. **Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
7. **Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
8. **Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
  - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
  - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.

- d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.
9. **Damages Cap; No Other Warranty.** OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.



**INMATE COMMISSARY SERVICES &  
FOOD CART SERVICES  
LEA COUNTY, NEW MEXICO  
PROPOSAL #01-(18-19)**



**PROPOSAL & RESPONSE  
KEEFE COMMISSARY NETWORK/  
TRINITY SERVICES GROUP  
JUNE 20, 2018**

## I. LETTER OF TRANSMITTAL

June 20, 2018

Kathy McLaughlin, Procurement Officer  
Lea County Finance Department, Courthouse  
100 N. Main, Suite 11  
Lovington, NM 88260



Ms. McLaughlin,

This proposal is being submitted by Keefe Commissary Network/Trinity Services Group in response to RFP #01-(18-19) for Inmate Commissary Services & Food Cart Services. Keefe/Trinity has fully read and understands the terms, conditions and specifications of the RFP.

The Keefe Commissary Network is headquartered in Saint Louis, MO, please find the full address below.

Keefe Commissary Network  
10880 Linpage Place  
Saint Louis, MO 63132

As Regional Manager, I will be the contact person for Keefe/Trinity, please see my contact information in my signature line below. I am also the individual who is authorized to commit Keefe/Trinity to this proposal.

The entire Keefe team is eager to continue working with the Lea County Detention Center in providing the highest standards of commissary operations, to which you have come to expect. We are certain we will be able to continue to meet, adapt and assist with the on-going challenges outlined in this RFP. From the entire Keefe team, including myself and Jonathan Magana, we are looking forward to the opportunity of continuing service with Lea County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Clark'.

Brian Clark  
Regional Manager/Keefe Commissary Network  
720-391-894  
brian.clark@trinityservicesgroup.com

## **II. EXECUTIVE SUMMARY**

### **COMMISSARY SERVICE**

#### **COMMISSARY DELIVERY REQUIREMENTS**

Keefe proposes the continued process of downloading inmate commissary orders for processing Monday through Wednesday. These orders would continue to be delivered Monday through Wednesday according to the current scheduled set by LCDC. Inmates released from custody between ordering and delivery will continue to have their items delivered to the Detention Officer in charge of commissary finance. Keefe will also continue to manage the current set up and delivery process of indigent packs, trustee packs and welcome packs.

**In addition, Keefe agrees to the following requirements, as set forth in the RFP:**

1. Food items will be packaged & dated for individual consumption.
2. All containers will be made of non-breakable materials.
3. No products will contain alcohol.
4. Each inmate will be allowed to order commissary at least once per week.
5. Keefe proposes that orders will continue to be processed on-premises in a secure location as determined by the LCDC staff. Orders will continue to be sorted by housing unit and delivered by Keefe staff directly to inmates.
6. Keefe will continue to maintain a fill rate of at least 98%.
7. Substitutions and/or back-orders will not be allowed.
8. Keefe will continue to restock returned orders.
9. Keefe will continue make all price change requests in writing to the Warden with at least a 30-day notice.
10. We will continue to advise the Warden of new products as they become available, with the understanding no items will be added to the commissary menu without the Warden's written permission
11. Commissary orders will be delivered in clear, tamper proof, sealed plastic bags. A two-part receipt will be sealed in the bag, with inmate name, location, ID, items ordered, total and signature lines included.
12. Net sales are defined as gross sales less sale of stamps product, phone time & sales tax.
13. Keefe understands and acknowledges the size and layout of the current commissary office and storage area. The onsite commissary team will continue to receive product on the dock and bring it to the commissary office using the flat carts.
14. Keefe acknowledges the continued use of the commissary workstation county network and VPN access and understands the current network cable & electrical outlet capabilities in the commissary office & housing pods.



## MY CARE PACK

Keefe's proposes the continuation of the My Care Pack program as currently agreed upon through the mycarepack.com website. The My Care Pack program allows friends and family to order commissary items through a web based shopping cart. My Care Pack interfaces into Keefe's order download network where these orders are processed, picked and shipped from our Denver Warehouse. All customer service, maintenance and technical issues are the sole responsibility of Keefe Commissary Network.

Pictured below are the current pack offerings and prices for Lea County, direct from the mycarepack.com website.

The screenshot shows the MyCarePack.com website interface. At the top, there is a navigation bar with links: [Sign In](#), [Your Account](#), [Order History](#), [FAQ](#), and [Contact Us](#). Below this is the MyCarePack.com logo, which features a brown cardboard box icon. To the right of the logo is an "Item Search:" field with a "Go" button. Further right is a shopping cart icon labeled "Shopping Cart" with the text "0 items, \$0.00" and a "Home" link. Below the navigation bar, there is a "PACKS" section. On the left side of this section, there is a sidebar with a "Products" menu containing "Smart Deposit", "PACKS", and "Search". Below the "Search" menu is an "Inmate Search" button with a person icon. The main area displays seven food packs arranged in two rows. Each pack has a thumbnail image, a title, and a price.

Product Name	Price
Breakfast Pack	\$20.00
Candy Lovers Pack	\$20.00
Chip Lovers Pack	\$22.00
Game Lovers Pack	\$29.00
Hearty Meal Pack	\$20.00
Snacks Variety Pack	\$17.00
Variety Meal Pack	\$29.00

Payment for MyCarePack purchases is made via the website, with the responsibility of proper operation and software functionality being that of Keefe Commissary Network. Payment Card Industry standards, privacy & security policies and other industry standard criteria and their maintenance are the sole responsibility of Keefe Commissary Network.

## FOOD CART SERVICES

1. Keefe will continue to provide food cart services as currently agreed upon. The current delivery days are Thursday and Friday. Keefe proposes to continue serving the current menu of the hot cart and frozen treat cart.
2. A list of mutually agreed upon items is provided in the next section. Keefe proposes to continue with the current food cart menu.
3. Cart sales will continue to be recorded in Cobra Banker.
4. Keefe agrees to the current spending limit of \$75
5. Keefe agrees to continue to supply and maintain the (1) refrigerator and (2) freezers needed to manage this program.
6. Keefe agrees to continue to supply and maintain the (2) microwave needed to prepare the hot cart foods. Food will continue to be given to inmates while still in clear plastic wrappers.
7. Keefe agrees to the current storage, wireless and electrical arrangement for the necessary equipment in managing the food cart program.
8. Lea County will continue to reimburse Keefe for all food cart sales. Net sales will continue to be defined as total sales less applicable taxes and returns.
9. The food cart sales and commission report will continue to be made available to the Detention Center Finance Office by the 4<sup>th</sup> of each month.
10. When not in use, cart and supplies needed to operate cart will be securely stored in the commissary office.





## **COMMISSION STATEMENTS**

Samples of the current monthly commission statements, as well as a sample of the weekly indigent pack, welcome pack & trustee pack statements are included in the next section. It is understood that these documents will continue to be provided to the county by the 4<sup>th</sup> of each month. It is also understood that the total amount of indigent and trustee supplies will be deducted from the commission due each month.

## **PROPOSED COMMISSION**

Keefe proposes the following commission rates, based on two commissary pricing options.

1. Pricing Option A would keep commissary pricing as currently is for the period of at least one year. Commission would increase to 25% for regular Commissary and Chuckwagon under Pricing Option A.
2. Pricing Option B proposes new commissary pricing to go along with a 32% commission to the county on regular Commissary and Chuckwagon product.

Keefe is proposing the commission for MyCarePack stay the same at 10% for both pricing options.

Commission Proposal			
Commissary Pricing Options	Commissary Commission	Chuckwagon Commission	MyCarePack Commission
Pricing Option A	25%	25%	10%
Pricing Option B	32%	32%	10%

Please see the next section for the full Commissary and Chuckwagon menus with current Pricing Option A and potential Pricing Option B.

# Sales & Commissions 2018

## LEA CO NM COMM

1401 S COMMERCIAL

LOVINGTON, NM 88260

Region St Louis - CHECK (Banker)

PERIOD	6
SUPPLIER #	19374
ORACLE #	41649
PERIOD START	3/2/2018
PERIOD END	3/29/2018

WEEK OF THE PERIOD	SALES		TOTAL SALES	SALES TAXES	NET SALES	NON COMM SALES	COMMISSIONABLE SALES
	FROM	THRU					
WEEK 1	03/02/18	03/08/18	\$8,046.11	\$533.98	\$7,512.13	\$147.52	\$7,364.61
WEEK 2	03/09/18	03/15/18	\$5,872.06	\$392.53	\$5,479.53	\$66.83	\$5,412.70
WEEK 3	03/16/18	03/22/18	\$6,076.24	\$402.03	\$5,674.21	\$127.46	\$5,546.75
WEEK 4	03/23/18	03/29/18	\$5,773.59	\$385.35	\$5,388.24	\$75.83	\$5,312.41
<b>TOTAL SALES</b>			<b>\$25,768.00</b>	<b>\$1,713.89</b>	<b>\$24,054.11</b>	<b>\$417.64</b>	<b>\$23,636.47</b>

COMMISSION RATE	22.000%
TOTAL COMMISSION	\$5,200.02
LESS INDIGENT SALES	(\$852.39)
LESS OTHER	\$0.00
<b>COMMISSION DUE</b>	<b>\$4,347.63</b>

If you have questions regarding this information, please call (314) 919-4100.

# Sales & Commissions 2018

## LEA CO NM COMM CHUCKWAGON

1401 S COMMERCIAL

LOVINGTON, NM 88260

Region St Louis - CHECK (Banker)

PERIOD	6
SUPPLIER #	19374
ORACLE #	41650
PERIOD START	3/2/2018
PERIOD END	3/29/2018

WEEK OF THE PERIOD	SALES		TOTAL SALES	SALES TAXES	NET SALES	NON COMM SALES	COMMISSIONABLE SALES
	FROM	THRU					
WEEK 1	03/02/18	03/08/18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WEEK 2	03/09/18	03/15/18	\$1,593.11	\$107.68	\$1,485.43	\$0.00	\$1,485.43
WEEK 3	03/16/18	03/22/18	\$201.19	\$13.62	\$187.57	\$0.00	\$187.57
WEEK 4	03/23/18	03/29/18	\$1,849.90	\$125.09	\$1,724.81	\$0.00	\$1,724.81
<b>TOTAL SALES</b>			<b>\$3,644.20</b>	<b>\$246.39</b>	<b>\$3,397.81</b>	<b>\$0.00</b>	<b>\$3,397.81</b>

COMMISSION RATE	17.000%
TOTAL COMMISSION	\$577.63
LESS INDIGENT SALES	\$0.00
LESS OTHER	\$0.00
<b>COMMISSION DUE</b>	<b>\$577.63</b>

If you have questions regarding this information, please call (314) 919-4100.



<b>Remit To:</b>
SWANSON SERVICES CORPORATION P.O. BOX 840100 KANSAS CITY, MO 64184-0100
<b>Bill To:</b>
LEA CO NM COMM 1401 S COMMERCIAL LOVINGTON, NM 88260

<b>Customer Number</b>
43780
<b>Consolidation Sequence Number</b>
INDIGENT 030218-030818
<b>Order Date</b>
03/08/2018

<b>Invoice Number</b>	
964112	
<b>Included in Period</b>	
03/02/2018 to 03/08/2018	
<b>Salesperson</b>	
J. MAGANA	
<b>Terms</b>	<b>Due Date</b>
NET 7	03/15/2018

Item	Item Description	Quantity	Price	Extended Amount
80005809	LEA NM_KIT_INDIGENT ROTATING 1_1/KT	61	\$3.69	\$225.09

Sub Total	\$225.09
Tax	\$0.00
Total Invoice Amount	\$225.09

**Special Instructions:** \*\*PLEASE RETURN REMITTANCE COPY WITH PAYMENT\*\* \*\*\*\*\*WE APPRECIATE YOUR BUSINESS\*\*\*\*\*  
If you have questions regarding this invoice, please call (314) 919-4100 or email us at swansonarsupport@keefegroup.com

<b>Remit To:</b>
SWANSON SERVICES CORPORATION
P.O. BOX 840100
KANSAS CITY, MO 64184-0100
<b>Bill To:</b>
LEA CO NM COMM
1401 S COMMERCIAL
LOVINGTON, NM 88260

<b>Customer Number</b>
43780
<b>Consolidation Sequence Number</b>
INDIGENT 030218-030818
<b>Order Date</b>
03/08/2018

<b>Invoice Number</b>	
964112	
<b>Included in Period</b>	
03/02/2018 to 03/08/2018	
<b>Salesperson</b>	
J. MAGANA	
<b>Terms</b>	<b>Due Date</b>
NET 7	03/15/2018

Item Category	Quantity	Extended Amount
MISCELLANEOUS	61	\$225.09

Sub Total	\$225.09
Tax	\$0.00
Total Invoice Amount	\$225.09

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# REMITTANCE

**Remit To:**

SWANSON SERVICES CORPORATION  
P.O. BOX 840100  
KANSAS CITY, MO 64184-0100

**Bill To:**

LEA CO NM COMM  
1401 S COMMERCIAL  
LOVINGTON, NM 88260

**Customer Number**

43780

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INDIGENT 030218-030818

**Order Date**

03/08/2018

**Invoice Number**

964112

**Included in Period**

03/02/2018 to 03/08/2018

**Salesperson**

J. MAGANA

**Terms**

NET 7

**Due Date**

03/15/2018

Sub Total	\$225.09
Tax	\$0.00
Total Invoice Amount	\$225.09

**Special Instructions:** \*\*PLEASE RETURN REMITTANCE COPY WITH PAYMENT\*\* \*\*\*\*\*WE APPRECIATE YOUR BUSINESS\*\*\*\*\*  
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## PROPOSED COMMISSARY MENU & PRICING

*Prices shown do NOT include sales tax, if applicable*

Item#	Item Description	Option A	Option B
0001	20024 - CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_C	\$1.44	\$1.64
0002	20025 - CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_C	\$1.44	\$1.64
0020	20032 - CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEA	\$1.61	\$1.84
0040	22952 - SOFTEE_HAIR FOOD_W/VIT E_5 OZ_12/CS_CLEAR JAR	\$4.23	\$4.82
0045	24872 - SOFTEE_HAIR DRESS_AFRICAN CROWN_5 OZ_12/CS_CLEAR J	\$4.23	\$4.82
0048	22951 - SOFTEE_CONDITIONER_COCONUT OIL_5 OZ_12/CS_CLEAR JA	\$4.23	\$4.82
0050	22949 - SOFTEE_HAIR DRESS_BERGAMOT_5 OZ_12/CS_CLEAR JAR_B	\$4.23	\$4.82
0065	22953 - SOFTEE_CURL ACTIVATOR_REGULAR_8 OZ_12/CS_CLEAR JAR	\$3.75	\$4.28
0102	22337 - POWER UP_ANTIPERSPIRANT DEODORANT_FORCE_2.5 OZ_2	\$3.48	\$3.97
0106	22344 - POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2 OZ_24	\$3.37	\$3.84
0107	22339 - POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	\$3.05	\$3.48
0116	24623 - SUAVE_ANTIPERSPIRANT DEODORANT_POWDER_1.4 OZ_12	\$2.95	\$3.36
0210	20028 - CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE	\$1.12	\$1.28
0212	24967 - INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS	\$2.68	\$3.05
0214	24968 - INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS	\$2.68	\$3.06
0216	80001561 - WOLTRA_COCOA BUTTER STICK_100%_1 OZ_12/CS_TUB	\$2.50	\$2.85
0273	20517 - CHAPET_LIP BALM_REGULAR FLAVOR_.16 OZ_12/CS_BLISTE	\$1.36	\$1.55
0355	24936 - ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS	\$4.23	\$4.82
0357	24937 - ELEMENTZ_SHAMPOO_DAILY_15 OZ_12/CS	\$4.23	\$4.82
0361	24942 - ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ_12/CS	\$3.78	\$4.31
0362	24938 - ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12	\$4.39	\$5.00
0370	22066 - T/R-PROPRINAL_GENERIC ADVIL_200 MG_2 PK_400/CS	\$0.54	\$0.62
0397	22096 - NEXT 1_SOAP_COCOA BUTTER BAR_5 OZ_80/CS_CLEAR PLAS	\$1.50	\$1.71
0424	22097 - NEXT 1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLAS	\$1.50	\$1.71
0426	22098 - NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ_80/CS_CLEA	\$1.50	\$1.71
0455	22400 - HART_ASPIRIN_2 PK_125/CS	\$0.27	\$0.31
0500	80001537 - PERCARE_MOUTHWASH_ORAL HEALTH RINSE_8 OZ_24/	\$1.77	\$2.02
0519	80002903 - T/R-COLGATE_TOOTHPASTE_TARTAR CONTROL WHITENI	\$2.30	\$2.62
0530	21017 - COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ_48/CS_C	\$2.25	\$2.57
0554	21497 - NEW WORLD IMPORTS_TOOTHBRUSH_ANTISHANK_1/SP 19	\$0.63	\$0.72
0562	32183 - GEN_TOOTHBRUSH_SHORT HANDLE_4 IN_1440/CS_WHITE	\$0.63	\$0.72
0572	21423 - MOORE MEDICAL_COLD TABLET_COLD COUGH FLU_2 PK_25	\$0.54	\$0.62
0614	24526 - MOORE MEDICAL_ACETAMINOPHEN_NON ASPIRIN REGULAR	\$0.27	\$0.31
0642	80001542 - ROLAIDS_ANTACID_REGULAR STRENGTH_3 ROLL 12 TAB	\$1.58	\$1.80
0674	20244 - HALLS_COUGH DROPS_CHERRY_9 CT ROLL_20EA/BX 2BX/CS	\$2.14	\$2.44
0720	20329 - HERITAGE_ANTIFUNGAL POWDER_MED TOLNAFTATE 1%_3 O	\$3.84	\$4.38
0800	80000112 - NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	\$0.37	\$0.42
0821	920905 - GEN_BRUSH_PALM_120/BX 10BX/CS_BLACK	\$2.14	\$2.44
0855	20358 - J & D_PONY OH_TERRY CLOTH_144/CS_BULK_BLACK	\$0.27	\$0.31
1001	983 - POSTAGE_STAMPED ENV_LARGE_500/CS	\$0.74	\$0.84
1015	20243 - UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROW	\$0.35	\$0.40



1049	928 - POSTAGE_STAMP_FIRST CLASS_10/CS	\$0.50	\$0.50
1061	20236 - TOPS_PAPER_RULED PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS	\$1.61	\$1.84
1070	20241 - TOPS_PAPER_SKETCH PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS	\$1.61	\$1.84
1080	24328 - ROSE ART_COLORED PENCILS_24 CT_3.5 IN_6PK/CS_8/CS	\$3.15	\$3.59
1101	29034 - GALLANT_BIRTHDAY CARD_JUVENILE_6/CS	\$1.87	\$2.13
1103	29015 - GALLANT_BIRTHDAY CARD_PAPER_6/CS	\$1.87	\$2.13
1109	29033 - GALLANT_FRIENDSHIP CARD_PAPER_6/CS	\$1.87	\$2.13
1120	29036 - GALLANT_THANK YOU CARD_6/CS	\$1.87	\$2.13
1303	20210 - BICYCLE_PLAYING CARDS_POKER U S_12/CS	\$3.29	\$3.75
1308	24711 - GEN_BOOK_WORD FIND_72/CS_BOX	\$2.24	\$2.55
1310	20524 - PRESSMAN TOY_DOMINOES_DBL 6 WOODEN_12/CS_NO CS	\$3.95	\$4.50
1415	21610 - DISC-SEE 80006145_TUMBLER_W/LID_22 OZ_350/CS	\$0.80	\$0.91
1432	5063701005 - GEN_WASHCLOTH_12 IN X 12 IN_EA_BEIGE	\$1.55	\$1.77
1450	22602 - CRAWFORD_FLIP FLOP_CROSS STRAP_SMALL_72/CS	\$2.49	\$2.84
1451	22603 - CRAWFORD_FLIP FLOP_CROSS STRAP_MEDIUM_72/CS	\$2.49	\$2.84
1452	22604 - CRAWFORD_FLIP FLOP_CROSS STRAP_LARGE_72/CS	\$2.49	\$2.84
1505	5160103001 - ANDREW SCOTT_SHIRT_CREWNECK_MEDIUM_EA_W	\$5.08	\$5.79
1506	5160104001 - ANDREW SCOTT_SHIRT_CREWNECK_LARGE_EA_WHI	\$5.08	\$5.79
1507	5160105001 - ANDREW SCOTT_SHIRT_CREWNECK_XL_EA_WHITE_I	\$5.08	\$5.79
1508	5160106001 - ANDREW SCOTT_SHIRT_CREWNECK_2XL_EA_WHITE	\$9.36	\$10.67
1509	5160107001 - ANDREW SCOTT_SHIRT_CREWNECK_3XL_EA_WHITE	\$10.17	\$11.59
1530	5160203001 - ANDREW SCOTT_BOXER_MEDIUM_EA_WHITE_MEN	\$3.48	\$3.97
1531	5160204001 - ANDREW SCOTT_BOXER_LARGE_EA_WHITE_MENS	\$3.48	\$3.97
1532	5160205001 - ANDREW SCOTT_BOXER_XL_EA_WHITE_MENS	\$3.48	\$3.97
1533	5160206001 - ANDREW SCOTT_BOXER_2XL_EA_WHITE	\$3.75	\$4.28
1534	5160207001 - ANDREW SCOTT_BOXER_3XL_EA_WHITE_MENS	\$3.75	\$4.28
1540	5088801001 - SOFT TOUCH SOCKS_TUBE #350_EA_WHITE	\$1.87	\$2.13
1552	5054304099 - INDERA MILLS_SHIRT_THERMAL_LARGE_BULK PKED	\$8.71	\$9.93
1553	5054305099 - INDERA MILLS_SHIRT_THERMAL_XL_BULK PKED_NAT	\$8.71	\$9.93
1554	5054306099 - INDERA MILLS_SHIRT_THERMAL_2XL_BULK PKED_NA	\$8.71	\$9.93
1555	5054307099 - INDERA MILLS_SHIRT_THERMAL_3XL_BULK PKED_NA	\$9.95	\$11.34
1562	5054404099 - INDERA MILLS_DRAWERS_THERMAL_LARGE_BULK PK	\$8.21	\$9.36
1563	5054405099 - INDERA MILLS_DRAWERS_THERMAL_XL_BULK PKED	\$8.21	\$9.36
1564	5054406099 - INDERA MILLS_DRAWERS_THERMAL_2XL_BULK PKED	\$8.21	\$9.36
1565	5054407099 - INDERA MILLS_DRAWERS_THERMAL_3XL_BULK PKED	\$10.81	\$12.32
1625	5045702001 - MANHATTAN HOSIERY_SPORTS BRA_SMALL SZ 32_E	\$9.95	\$11.34
1626	5045703001 - MANHATTAN HOSIERY_SPORTS BRA_MEDIUM SZ 34	\$9.95	\$11.34
1627	5045704001 - MANHATTAN HOSIERY_SPORTS BRA_LARGE SZ 36_E	\$9.95	\$11.34
1650	5069106001 - HANES_BRIEF_SZ 6_3 PK_WHITE_WOMENS	\$2.30	\$2.62
1651	5069108001 - HANES_BRIEF_SZ 8_3 PK_WHITE_WOMENS	\$2.30	\$2.62
1751	8167007001 - RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 7_1/EA	\$32.10	\$36.59
1759	8167011001 - RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 11_1/E	\$32.10	\$36.59
1761	8167013001 - RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 13_1/E	\$32.10	\$36.59
1853	8167009001 - RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 9_1/EA	\$32.10	\$36.59
1854	8167010001 - RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 10_1/E	\$32.10	\$36.59
2005	4478 - NESCAFE TASTERS CHOICE_COFFEE_RANDOM STICK_1.5 G_10	\$0.54	\$0.61
2014	905 - KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCCINO_.81 OZ_300	\$0.70	\$0.80

2015	7022 - KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POU	\$6.73	\$7.67
2067	70529 - NESTLE_COCOA MIX_RICH_.71 OZ_50/BX 6BX/CS_BOX	\$0.59	\$0.67
2073	6691 - DISC-BAY VALLEY-STURM_COCOA_NO SUGER ADDED CHOC_.	\$0.70	\$0.80
2079	266 - SUGAR TWIN 2_SUGAR SUBSTITUTE_REGULAR BLUE_100/BX	\$5.29	\$6.04
2081	136 - GEN_SUGAR_1 SRV_2000/CS_PAPER PKT	\$0.09	\$0.10
2082	237 - KEEFE_CREAMER_NON-DAIRY_.105 OZ_1000/CS_PKT	\$0.11	\$0.13
2105	961441 - COOL-OFF_DRINK MIX_TEA_BULK_1000/CS	\$0.48	\$0.55
2110	961442 - COOL-OFF_DRINK MIX_FRUIT PUNCH_BULK_1000/CS	\$0.48	\$0.55
2115	961443 - COOL-OFF_DRINK MIX_BLACK CHERRY_BULK_1000/CS	\$0.48	\$0.55
2120	961444 - COOL-OFF_DRINK MIX_LEMONADE_BULK_1000/CS	\$0.48	\$0.55
2200	80000361 - SWEET FUSIONS_DRINK MIX_ORANGE SS_.5 OZ_500/CS	\$0.48	\$0.55
2210	80000362 - SWEET FUSIONS_DRINK MIX_FRUIT PUNCH SS_.5 OZ_500	\$0.48	\$0.55
2220	80000363 - SWEET FUSIONS_DRINK MIX_LEMONADE SS_.5 OZ_500/4	\$0.48	\$0.55
2595	80003796 - HOSTESS_DONETTES_CHOC_3 OZ_60/CS	\$1.50	\$1.71
2616	5961 - DISC-SEE 2228-JACK LINKS_BEEF & CHEESE STICK_1.2 OZ_100	\$1.87	\$2.13
2623	80001717 - BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_3 OZ_96/	\$2.30	\$2.62
2669	4940 - VELVEETA_REFRIED BEANS_SPICY CHEESY_4 OZ_24/CS_POUCH	\$2.14	\$2.44
2670	4941 - VELVEETA_BEANS & RICE_SPICY CHEESY_4 OZ_24/CS_POUCH	\$1.95	\$2.22
2737	10446 - FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ_64/CS_BAG CLEAR	\$1.61	\$1.84
3004	10055 - MARKET SQUARE_COOKIES_Peanut BUTTER CREMES_6 OZ	\$1.53	\$1.74
3010	7647 - MARKET SQUARE_SOFT COOKIES_CHOC CHIP_2.75 OZ_60/CS	\$1.61	\$1.84
3020	80003305 - OREO_COOKIES_2.4 OZ_120/CS_BAG	\$1.61	\$1.84
3030	10057 - MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ_24/CS_P	\$1.53	\$1.74
3031	10056 - MARKET SQUARE_COOKIES_ORANGE PINEAPPLE CREMES_6	\$1.53	\$1.74
3035	6072 - MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR P	\$1.61	\$1.84
3045	10058 - MARKET SQUARE_COOKIES_DUPLEX CREMES_6 OZ_24/CS_P	\$1.53	\$1.74
3115	9590 - CHEEZ-IT_CRACKERS_1.5 OZ_60/CS	\$1.07	\$1.22
3139	9474 - VISTA_CRACKERS_SALTINE BULK_.25 LB_36/CS_PLASTIC	\$1.07	\$1.22
3193	10547 - KELLOGGS_POP TARTS_STRAWBERRY_2PK 12BX/CS 72EA/	\$1.17	\$1.33
3205	80005732 - CHATTANOOGA_MOON PIE_CHOC DBL DECKER_2.75 OZ	\$1.10	\$1.26
3218	4431 - MRS FRESHLEY'S_BROWNIE_FUDGE_3.25 OZ_12/PK 4PK/CS_P	\$1.55	\$1.77
3219	80000116 - AUSTIN_SANDWICH CRACKERS_CHEESE ON CHEESE_8/BX	\$0.86	\$0.98
3222	80000115 - AUSTIN_SANDWICH CRACKERS_TOASTED PB_8/BX 12BX/	\$0.86	\$0.98
3230	6052 - MARKET SQUARE_Peanut BUTTER WAFER_2PK_12 OZ_6/BX	\$0.80	\$0.91
3231	6053 - MARKET SQUARE_SNACK CAKE_OATMEAL & CREME_16 OZ_1	\$0.54	\$0.62
3236	6055 - MARKET SQUARE_CAKE_SWISS ROLL_12 OZ_6/BX 24BX/CS_P	\$0.80	\$0.91
3245	6051 - MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAP	\$0.80	\$0.91
3270	6060 - MARKET SQUARE_CUPCAKES_CHOC CREME_4 OZ_36/CS_PLA	\$1.77	\$2.02
3274	6043 - MARKET SQUARE_MONSTER HONEY BUN_ICED_6 OZ_36/CS_	\$1.43	\$1.63
3619	41743 - GOLF PENCIL ERASER_KIT_KIT_1/KT	\$0.54	\$0.62
4001	955 - MARS_M&M_Peanut_1.74 OZ_48/BX 8BX/CS_WRAPPED	\$1.49	\$1.70
4005	80000662 - NESTLE BUTTERFINGER_CANDY BAR_SINGLES_1.9 OZ_36	\$1.49	\$1.70
4013	10504 - MARS_MILKY WAY_1.84 OZ_360/CS 36/BX 10BXS/CS	\$1.49	\$1.70
4019	1477 - ATKINSON_CANDY_CHICK-O-STICK_.7 OZ_200/CS_WRAPPED C	\$0.54	\$0.62
4037	1779 - HERSHEY_CANDY BAR_CHOC ALMOND_1.45 OZ_36/BX 9BX/C	\$1.49	\$1.70
4043	798 - MARS_SNICKERS_ALMOND_1.76 OZ_24/BX 12BX/CS_WRAPPED	\$1.49	\$1.70
4044	80003798 - HOSTESS_DONETTES_POWDERED SUGAR_3 OZ_60/CS	\$1.60	\$1.82



4056	80003920 - SQUEEZUM_Peanut Butter Squeeze_2 OZ_200/CS_PO	\$1.61	\$1.84
4060	80000345 - HOSTESS_SNACK CAKE_DING DONG_2.55 OZ_2 PK, 6-2PK	\$1.60	\$1.82
4100	80006100 - SATHERS_CANDY BUTTERSCOTCH DISCS_4.25 OZ_60/CS	\$1.61	\$1.84
4115	40611 - SATHERS_CANDY RED LICORICE BITES_4 OZ_48/CS_PRINTED	\$1.61	\$1.84
4120	40608 - DISC-SEE 80006098-GEN_CANDY ROOT BEER BARRELS_4.25	\$1.28	\$1.46
4121	40620 - DISC-SEE 80006097-SATHERS_CANDY JELLY BEANS_4.25 OZ	\$1.61	\$1.84
4130	4956 - HERSHEY BREATHSAVERS_CANDY_SF PEPPERMINT_.75 OZ_24	\$1.61	\$1.84
4135	40601 - HERSHEY JOLLY RANCHER_CANDY ASSORTED_3.7 OZ_48/CS	\$1.50	\$1.71
4146	80006095 - ATOMIC FIREBALL_CANDY_3 OZ_60/CS_BAG	\$1.61	\$1.84
4150	40607 - SATHERS_CANDY SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINT	\$1.61	\$1.84
4155	40615 - SATHERS_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED B	\$1.82	\$2.07
4314	10741 - KELLOGGS_POP TARTS_BLUEBERRY_2PK 12BX/CS 72EA/CS	\$1.17	\$1.33
4315	2047 - TOOTSIE_TOOTSIE POP_ASSORTED_.64 OZ_1040/CS_BAG	\$0.50	\$0.57
4468	80003169 - OTIS SPUNKMEYER_LOAF CAKE_ICED LEMON_4 OZ_24/C	\$1.65	\$1.88
6013	18 - MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ_24/CS_PILLOW PK C	\$0.70	\$0.80
6018	13 - MARUCHAN_RAMEN_TX BEEF_3 OZ_24/CS_PILLOW PK CLEAR W	\$0.70	\$0.80
6026	10 - MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WIN	\$0.70	\$0.80
6046	8 - MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR W	\$0.70	\$0.80
6048	9 - MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WIND	\$0.70	\$0.80
6052	505 - MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ_24/CS_PI	\$0.70	\$0.80
6053	15 - MARUCHAN_RAMEN_CAJUN SHRIMP_3 OZ_24/CS_PILLOW PK C	\$0.70	\$0.80
6079	6025 - THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_1.5 OZ_72/	\$1.02	\$1.16
6100	6022 - MOON LODGE_POTATO CHIPS_REGULAR_1.5 OZ_72/CS_BAG	\$0.95	\$1.08
6103	7666 - CACTUS ANNIES_TORTILLA CHIPS_SCORCHIN HABANERO_1.5	\$1.28	\$1.46
6105	6023 - MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL	\$1.02	\$1.16
6127	1266 - CACTUS ANNIES_PORK RINDS_HOT & SPICY_2 OZ_24/CS 36/C	\$2.55	\$2.91
6134	7758 - MOON LODGE_POPCORN_CARAMEL_3.53 OZ_60/CS_BAG CLF	\$1.87	\$2.13
6154	10513 - DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ_64/CS_	\$1.38	\$1.57
6159	7690 - CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ_64/CS_BA	\$1.38	\$1.57
6167	7689 - CHEETOS_CHEESE CRUNCHY_2 OZ_64/CS_BAG CLEAR WINDO	\$1.38	\$1.57
6174	1712 - BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH	\$3.79	\$4.32
6178	4385 - FRESH CATCH_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS_POU	\$2.00	\$2.28
6179	4388 - FRESH CATCH_SARDINES_SOYBEAN OIL_3.53 OZ_24/CS_POUCH	\$2.19	\$2.50
6190	4395 - FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL_3.53 OZ_24/	\$2.18	\$2.48
6195	5360 - BRUSHY CREEK_PREMIUM CHICKEN BREAST_DICED_4.5 OZ_24/	\$4.76	\$5.43
6208	80003372 - KING NUT_SNACK MIX_STUDENT MIX_3.75 OZ_48/CS	\$1.75	\$2.00
6213	80003371 - KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	\$1.71	\$1.95
6214	80003356 - KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3	\$1.50	\$1.71
6263	6513 - SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS	\$0.70	\$0.80
6264	6514 - SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS_PO	\$1.07	\$1.22
6268	6517 - SQUEEZUM_HOT SAUCE_7 G_PK=STRIP, 12EA/PK, 600EA/CS	\$1.07	\$1.22
6297	4889 - JACK LINKS_BEEF JERKY_PEPPERED_.9 OZ_48/CS_POUCH CLEA	\$2.68	\$3.06
6300	5379 - O'BRIENS_BEEF STICK_HICKORY SMOKED_1.125 OZ_100/CS_T	\$1.34	\$1.53
6400	9366 - QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS	\$1.07	\$1.22
6412	4787 - SQUEEZUM_JELLY_GRAPE_1 OZ_200/CS_POUCH CLEAR	\$0.70	\$0.80
6428	2586 - CACTUS ANNIES_CHEESE_CHEDDAR_2 OZ_180/CS_POUCH CLF	\$2.12	\$2.42
6429	2585 - CACTUS ANNIES_CHEESE_JALAPENO_2 OZ_180/CS_POUCH CL	\$2.12	\$2.42

6500	383 - VAN HOLTEN_PICKLE_HOT PICKLE_9.6 OZ_12/CS_POUCH CLEAR	\$1.61	\$1.83
6501	381 - GEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR	\$1.61	\$1.84
6507	1590 - TX TITOS_JALAPENO PEPPERS_SS SLICED_.7 OZ_300/CS_BAG	\$0.91	\$1.04
6508	93 - TOKYO DINER_SOY SAUCE_6 OZ_24/CS_PLASTIC BOTTLE	\$2.09	\$2.38
6540	6045 - GOLDEN VALLEY_STRAWBERRY BAR_LOW FAT_1.3 OZ_90/CS	\$0.64	\$0.73
6600	5070 - CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN_48/CS_BAG	\$2.10	\$2.39
6606	7550 - MOON LODGE_Peanuts_ROASTED & SALTED_1.75 OZ_60/CS	\$1.07	\$1.22
6607	7551 - MOON LODGE_Peanuts_HOT HOT HOT_1.75 OZ_60/CS_BAG	\$1.07	\$1.22
6700	9783 - SEVILLA_REFRIED BEANS_REGULAR_8 OZ_18/CS_POUCH CLEAR	\$2.73	\$3.11
6826	4317 - FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ_48/CS	\$4.51	\$5.14

### CHUCKWAGON ITEMS

Item#	Item Description	Option A	Option B
2010	21 - KEEFE_COFFEE_INST_4 OZ_24/CS_FOIL BAG	\$5.29	\$6.03
2315	80004636 - BLUE BUNNY_ICE CREAM_NUTTY SUNDAE CONE_4.3 OZ	\$1.59	\$1.81
2418	80005838 - BLUE RIBBON_ICE CREAM SANDWICH_VANILLA_3.5 OZ_4	\$1.29	\$1.47
2419	80005840 - SNICKERS_ICE CREAM BAR_2.8 OZ_48/CS	\$2.99	\$3.41
3672	80004492 - PIERRE BIG AZ_CHEESEBURGER_CHARBROIL_8.9 OZ_10/0	\$5.39	\$6.14
3693	80004496 - BUTCHER BOY_BURRITO_BEEF & BEAN_5 OZ_24/CS	\$1.99	\$2.27
3741	80004499 - JOSE OLE_CHIMICHANGA_SHREDDED STEAK_5 OZ_24/CS	\$1.99	\$2.27
6080	5114 - THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_6 OZ_16/CS	\$3.49	\$3.98
6108	5139 - MOON LODGE_PRETZELS_MINI TWISTS_11 OZ_15/CS_BAG CL	\$2.95	\$3.36
6201	5375 - MOON LODGE_MICROWAVE POPCORN_EXTRA BUTTER_2.8 O	\$1.15	\$1.31
6607	7551 - MOON LODGE_Peanuts_HOT HOT HOT_1.75 OZ_60/CS_BAG	\$1.00	\$1.14



### III. GENERAL INFORMATION

1. Keefe proposes to continue to provide the Cobra Banker inmate accounting software. Our response is that Cobra Banker software is meeting or can meet any of the specification outlined in the Software Requirements section of the RFP. Keefe will continue to provide technical support on the software 24 hours a day, 7 days a week.



2. Keefe proposes to continue to provide and maintain the 10 in-pod kiosks currently in use at the facility. Kiosk orders and reports tie directly into the Cobra Banker software and are immediately available following order download. Keefe agrees to providing an on-site technician should the in-pod kiosks be down for more than 7 days. Keefe also proposes the continued use and maintenance of the laser printer currently being utilized in the Detention Center finance office.

3. Cobra Banker currently supports 10 kiosk stations and could certainly support up to 14 if needed. Should additional kiosks be deemed necessary by Lea County, Keefe would be open to discussion as to what it would take to physically provide them.

4. Keefe proposes the continued use and maintenance of the lobby cashier onsite at the Lea County Detention Center. This cashier will continue to allow friends and family to deposit funds onto inmate accounts via the internet in real time.

5. Keefe proposes to continue to deliver high quality commissary services to the inmates of LCDC. Service will continue to be provided by an Onsite Commissary Lead and at least one additional Commissary Clerk. These employees will remain solely dedicated to commissary operations without cost, staff or inmate support from LCDC.
6. Keefe proposes to continue inmate ordering capability from the 10 in pod kiosks currently provided. Phone ordering capability will remain in use for maximum security inmates and as a back-up for the other inmates in case of emergency.
7. The Onsite Staff and Field Management team will continue to maintain an open, collaborative relationship with staff of LCDC, as well as other agencies and departments. Jonathan Magana will continue to be onsite no less than bi-monthly to conduct status meetings with LCDC staff. Jonathan and myself are always available by phone and email and will continue to ensure quick response times and immediate follow up on issues as needed.
8. Keefe will continue to maintain fair prices in regard to the retail sales price of commissary items. No change will ever occur without prior discussion with the Warden and current prices will remain intact without request for change until 2019.
9. Keefe proposes that the entire commissary service will continue to remain in house. Bulk orders will be sent directly to the LCDC, where the Keefe commissary staff will receive and put the product away in the designated storage rooms.
10. Commissary orders will be downloaded, picked and bagged onsite with a dual sided receipt in each order. Commissary will be delivered by the Keefe commissary staff, along with any MCP, indigent and welcome packs. All food cart items will be received, stocked and distributed in the same manner.
11. Keefe acknowledges and agrees to provide commissary sales & commission reports to the Detention Center Office by the 4<sup>th</sup> of each month.
12. From Swanson, to Trinity, to Keefe, we have been your partner in managing your onsite commissary operation since 2010. Frankly, we feel nobody knows the unique challenges of your facility better than we do and who better than the staff at LCDC to provide a reference of our services. From the Cobra Banker accounting system, to hardware & support, to the physical management of the commissary product, our experience with LCDC and in the New Mexico area is unparalleled. Please see the next section for a list of references that would be willing to attest to our level of service.

### **INSURANCE & WORKER'S COMP**

Included in the next section are Keefe's certificates of insurance. Should Keefe be awarded the bid, certificates specific to Lea County will be provided with the contract. Keefe's insurance policy will list LCDC as 'additional insured', however, that is not possible with the Worker'sComp policy. That is standard practice across all Worker's Comp policies.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Central, Inc.  
St. Louis MO Office  
8182 Maryland Avenue  
St. Louis MO 63105 USA

CONTACT  
NAME:  
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Keefe Commissary Network, LLC  
10880 Linpage Place  
St. Louis MO 63132 USA

INSURER A: National Union Fire Ins Co of Pittsburgh 19445

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 570071623540

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE
	DED <input type="checkbox"/> RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			016156975 SIR applies per policy terms & conditions	07/15/2017	07/15/2018	Professional Liab SIR
							\$5,000,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For informational purposes only.

## CERTIFICATE HOLDER

## CANCELLATION

Keefe Commissary Network, LLC  
10880 Linpage Place  
St. Louis MO 63132 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570071623540



## IV. CONTRACTOR QUALIFICATIONS

### REFERENCES

Listed below are references for facilities that are similar in size or larger in the region. Operational contact information and brief scope of operation for each facility has been provided below. We believe our current operational track record with our existing client base, along with our unmatched experience in the industry (next section) makes us the best choice to continue managing the commissary program at LCDC.

- Eddy County NM: Warden Billy Massingill  
505-328-6761, [bmassingill@co.eddy.nm.us](mailto:bmassingill@co.eddy.nm.us)  
ADP: 250, Onsite Delivery Clerk, Deposit Services,  
Cobra Banker client since 1994
- El Paso County CO: Commander Rob King  
719-390-2144, [robking@elpasoco.com](mailto:robking@elpasoco.com)  
ADP: 1800, Onsite Delivery Team, Foot Cart Service,  
Deposit Services, In-Pod Kiosks, Cobra Banker client since 2016.
- Sandoval County NM: Warden Chris Urbanic  
505-867-5339, [curbanic@sandovalcountynm.gov](mailto:curbanic@sandovalcountynm.gov)  
ADP: 450, Onsite Delivery Team, Food Cart Service,  
Cobra Banker client since 2016.

### JMS INTERFACE

Keefe has an established interface with New World Facility Management System and will move forward with an interface between New World and Cobra Banker when LCDC is ready.

### INMATE ACCOUNTING SOFTWARE

Cobra Banker fulfills all software requirements as described in the RFP specifications, allowing us to circle 'Yes' to all requirements detailed on pages 11 & 12 of the RFP. In regard to service and support, Jonathan Magana will continue to serve as a Swanson Systems (Cobra Banker) Resource Manager. Additionally, the Product Support team is available 24 hours/day, 7 days/week to answer questions, make security level changes in Banker and provide technical assistance & systems support.

Production Support: 800-435-7742

[productionsupport@trinityservicesgroup.com](mailto:productionsupport@trinityservicesgroup.com)

Available 24 hours a day, 7 days a week



## **STAFFING PLAN**

Our commitment to you includes providing people who possess the experience needed to understand your operation and the know-how to optimize your success. Working to those ends, the following team will assume management responsibility for the successful partnership and on-going performance of LCDC. Our onsite staffing plan is to continue to employ a Lead Delivery Clerk and a Delivery Clerk to handle day to day commissary delivery operations.

### **Jonathan Magana/Account Manager, El Paso TX**

#### **TKC Holdings Employee since 2010**

Jonathan would continue to serve as your dedicated Account Manager for LCDC. He would continue to conduct weekly review sessions with the Delivery Team and make no less than bi-monthly onsite status visits to meet with the LCDC Admin team, ensuring service levels remain high. Jonathan would continue serve as a Swanson Systems (Cobra Banker) Resource Manager, as well as resource for any issues needing resolution beyond the normal channels of business.

### **Brian Clark /Regional Account Manager, Denver CO**

#### **TKC Holdings Employee since 2013**

Brian would continue to serve as a partner to Jonathan in account operations and management, as well as a resource for any issues requiring escalation and/or collaboration. The team, under Brian's supervision would continue to take a proactive, collaborative approach in continuing its partnership with LCDC. Brian and Jonathan's resumes are included in the next section.

### **Steve Kruse /Mid-West Senior Regional Manager**

#### **TKC Holdings Employee since 1995**

Steve started with KCN in 1995 when he joined forces with another Keefe employee from the Technical Services Dept. Steve brought over 7 years of network administration experience with him. In 1999, Steve was promoted to Account Manager where he managed the states of AR, KS, OK and KY during his time in position. Steve was promoted to KCN Regional Manager for the Mid-West Region, consisting of 15 states, in 2010. Steve will continue to serve as Senior Regional Manager to Lea County, managing revenue analysis and operational integrity of the account.

### **Ken Wright/Mid-West Region Vice President of Sales**

#### **TKC Holdings employee since 1999**

Ken's career with Keefe Group began in 1999 as an Account Manager. In 2012, Ken was promoted to Regional Sales Manager. In that role, Ken was responsible for overseeing the Denver Warehouse operation, as well as the sales territory of MT, WY, CO & NM. In 2013, Ken was promoted to Mid-West Region Vice President of Sales, responsible for managing the sales functions of all Keefe business lines for the Mid-West distribution centers, covering 15 states. Ken will continue to be a resource for contract compliance and management of account initiatives.

# Jonathan V. Magaña

1785 Wendy Reed Dr, El Paso TX 79928-1766  
Phone: 915-412-5624, e-mail: jonnymagana@gmail.com

## Education

8/06-1/10                      University of Phoenix, Santa Teresa, NM  
Bachelor of Science in Information Technology, GPA 3.81

## Work Experience

8/10-present                      Keefe Commissary Network, El Paso, TX  
Field Service Engineer, Service Center Manager, and Account Manager  
I worked as a field service engineer and a service center manager for Swanson Services, Swanson was purchased by Trinity Services Group in 2014 and Trinity Services Group merged with the Keefe Commissary Network in 2016. As a field services engineer, I provided support for our inmate finance software BankerWeb. Support includes software implementation for new and existing clients and helping clients understand and fix discrepancies on their cash drawers, balance sheet, and checkbook reconciliations. As a service center manager, I was responsible for the employees, client relations, new client acquisitions, warehouse inventory, and the P&L for the region. I am now an account manager. As an account manager, I oversee the commissary operations and employees for the clients in my region. My region includes New Mexico, Colorado, Montana, and Wyoming.

1/09-7/10                      Northrop Grumman/BEAT LLC, El Paso, TX  
Computer Help Desk  
I provided PC hardware and software support for William Beaumont Army Medical Center and all medical facilities in Fort Bliss. Some common issues I assisted users with are issues with digital signatures on emails and digital forms, Microsoft Office applications, and authentication issues for Army websites and applications. Contract changed to BEAT LLC October 2009. Support location changed to the McAfee Medical Clinic at White Sands Missile Range and the Troop Medical Clinic at McGregor Base November 2009.

11/08-2/09                      Liberty PC Pros (sole-proprietor), El Paso, TX  
Computer Technician  
I replaced faulty hardware in Dell computers and Vizio TVs for small businesses and residential users in Alamogordo and El Paso. I confirmed all appointments with end users and performed follow up calls to verify the end user was satisfied. I performed all repairs professionally and accurately to achieve 0 complaints and escalations.

1/01-2/08                      EchoStar, El Paso, TX  
Customer Service, Command Center, and Sales Supervisor  
I supervised sales teams for 3 years, worked in customer service for 3 years, and worked with scheduling and call volume management for 1 year.

## Certifications

CompTIA A+, CompTIA Network+, Cisco Certified Entry Networking Technician (expired), Cisco Certified Network Associate (expired), Microsoft Certified Technology Specialist: Configuring Microsoft Windows Vista Client, Microsoft Certified Systems Administrator 2003, CompTIA Security+

**BRIAN CLARK** (720) 391-8947 [brian.clark@trinityservicesgroup.com](mailto:brian.clark@trinityservicesgroup.com)  
9846 Atherton Way, Highlands Ranch, CO 80130

### **CAREER SUMMARY**

Results-Oriented Business Professional with significant management and sales experience working for industry leading companies. Skills include people & client development, business strategy & planning and strong leadership with a focus on company goals & profitability.

### **EMPLOYMENT HISTORY**

#### **Regional Account Manager/Keefe Commissary Network/(February 2016-Present)**

Responsible for overseeing the management of all management of all Commissary operations in Districts, promoting quality, cleanliness, safety, and service, and maintaining quality standards so as to ensure superior service in a correctional environment. Overall responsibility for ensuring the highest level of operational standards, efficiency and profitability of each complex within the district.

- Implementation of short/long term financial and operational plans supporting overall objectives
- Liaison to Sales Team in pro forma analysis, proposal writing and in client meetings with the objective of attaining new business for the company.
- Management of operational performance and excellence through the verification and analysis of current and new satisfaction systems.
- Follow up with management teams in maintaining adequate inventory levels to deliver quality service and compile and cost inventory as needed for financial reviews.
- Responsible for a high level of client relations and satisfaction, through regularly scheduled client visitations.
- Analysis of profit and loss statements, weekly operating reports and financial statements and the application of said concepts to practical situations.

#### **Customer Service Manager/Trinity Services/Denver Region (May 2014-February 2016).**

\*Responsible for the development & retention for nearly 100 clients in a 12 state region. A large part of my role is in maximizing client profitability by identifying additional sales opportunities and implementing company initiatives, along with cutting costs through the management of individual client P&Ls.

\*Chief point of contact for senior county jail administrators through the coordination of in person meetings and conference calls. Management of client needs and activities along with the coordination of on-going projects and their follow up and implementation with the warehouse and onsite teams is a critical job function for this role.

\*Field supervisor for the 3 person Customer Service Representative team in and 11 onsite teams (35 team members) in the region. My role for the field personnel is to provide staffing/training/ payroll coordination, company initiative/communication direction and client relation/contractual support.

#### **Operations Manager/Trinity Services/Denver, CO (September 2013-May 2014)**

Responsible for overseeing the management of office operations and processes as well as the financial well-being of the Service Center; promoting quality, cleanliness, safety, service, and maintaining quality standards so as to ensure superior service. This includes controlling waste and labor costs, ensuring orders are produced, invoiced and audited on a daily basis, mentoring and training the office staff, educating team members on equipment and safety, and performing all other responsibilities as directed by the business.

### **EDUCATION**

Graduated: Bachelor of Science, Business Administration, Colorado State University

## Account Manager-Job Description

**SUMMARY:** The Account Manager works with the Regional Vice President to promote, develop, and increase the profitable sales volume of his/her book of business. An Account Manager is expected to promote a positive and ethical image to all customers and contacts. They are expected to know his/her customer's needs and requirements as well as applying company services, product, and policies.

### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- ☐ Following fiscal sales and marketing plans
- ☐ Achieving set goals and forecasts
- ☐ Promotion of company services and products
- ☐ Maintain and promote prescribed account base
- ☐ Maintain accurate account records
- ☐ Meet and communicate with Regional Vice President
- ☐ Other duties as assigned by Regional Vice President

### QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### EDUCATION AND/OR EXPERIENCE:

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

### LANGUAGE SKILLS:

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

### REASONING ABILITY:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

### OTHER QUALIFICATIONS:

- ☐ Customer service oriented
- ☐ Strong communication and organizational skills
- ☐ Aptitude to understand market conditions
- ☐ Ability to understand and apply sales concepts
- ☐ Self-start and goal oriented
- ☐ Ability to travel

**PHYSICAL DEMANDS:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee is regularly required to talk or hear. The employee is frequently required to sit. The employee is occasionally required to walk.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



## Commissary Representative-Job Description

Department: On-site Commissary

Reports To: Account Manager

### **GENERAL PURPOSE OF THE JOB:**

Assist in providing commissary operations and services to assigned KCN Commissary location

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- ☐ Delivery of individually packaged orders to inmates at specified correctional facilities with the supervision of a correctional officer in a timely and efficient manner including but not limited to
  - ☐ Positively identify the inmate
  - ☐ Obtain signature of inmate on 2 ply order receipt
  - ☐ Forward 2<sup>nd</sup> copy of order receipt back to inmate
  - ☐ Note any and all discrepancies or damages on both copies of order receipt
  - ☐ Retain signed copy of order receipt
  - ☐ Retain and dispose of all plastic bags and trash generated in process
  - ☐ Account for all signed receipts
- ☐ Responsible for sending required information and reports, including timesheets, to Regional Distribution Center.
- ☐ Maintain all KCN areas/equipment/products in a neat, clean, and orderly manner and maintain American Correctional Association & American Jail Association standards/guidelines when applicable.
- ☐ Attend orientation and training, annual on-site security classes and remain current in certifications as required by the Facility.
- ☐ Follow all the policies and procedures outlined in the KCN Best Business Practices Guide at all times.
- ☐ Complete miscellaneous duties assigned by KCN Commissary Manager.

### **EDUCATION AND/OR EXPERIENCE:**

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

### **LANGUAGE SKILLS:**

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

### **OTHER SKILLS AND ABILITIES:**

- ☐ Must be a self-starter who can work well with people in a correctional facility in a professional, upbeat manner.
- ☐ Ability to work in a correctional environment.
- ☐ Ability to work well with ever changing priorities and or situations.
- ☐ Ability to lift up to 50lbs.

### **OTHER QUALIFICATIONS:**

- ☐ Must qualify for correctional facility security clearance.
- ☐ Must pass drug screening test.
- ☐ Must pass background check.
- ☐ Familiarity with computers (including Microsoft Office programs) preferred.

### **PHYSICAL DEMANDS:**

While performing the duties of this job, the employee is regularly required to walk, stand, reach, talk and hear. The employee will often be required to lift up to 10 lbs and occasionally lift up to 50 lbs.

## **KEEFE COMISSARY NETWORK BACKGROUND**

Keefe Group has been in business for over 43 years, with the Keefe Commissary Network being organized in 1999. Keefe currently services over 650,000 inmates and over 1,200 accounts, including 15 DOCs, 7 of which have an inmate count alone that exceeds 10,000 inmates.

Keefe Group is comprised of 5 business units, including Keefe Commissary Network, Keefe Supply Company, Access Securepak, Access Corrections and Advanced Technologies Group.

Keefe Supply Company entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. Keefe Supply is the nation's leading provider of food, personal care items, shoes, electronics and clothing to prison and jail commissaries nationwide. Keefe Supply currently serves over 1,200 federal, state, county, and private facilities across the US. From the beginning, Keefe has pioneered the development of products designed to meet the correctional industry's unique safety and security requirements. Innovations include flexible pouches (which replaced metal cans), clear housings for electronics and clear packaging of food & personal care items. Today Keefe Supply Company offers more than 10,000 name-brand and private-label products to the federal, state and county corrections market.

Keefe Commissary Network (KCN) was established in 1993 to provide privatized commissary services to prisons and jails nationwide. It was created specifically to meet the changing needs of corrections customers. KCN quickly became the largest supplier of privatized commissary operations in the nation. Currently, KCN has contracts with 1,000+ correctional facilities totaling over 650,000 inmates nationwide, and has 15 statewide DOC commissary contracts.

## **KEEFE/TRINITY PARTNERSHIP**

On October 15, 2016, Centric Group (which included the Keefe Commissary Network) was sold to TKC (Trinity-Keefe-Courtesy) Holdings. Prior to this transaction, Trinity had acquired ownership of Swanson Services Corporation. KCN, Trinity and Swanson are now affiliate companies with a common ownership: TKC Holdings. Since TKC's acquisition of KCN, Trinity and Swanson, the companies have undergone, and will continue to undergo, an integration of services. All three companies are active corporate entities, and will remain such for the foreseeable future.

## **V. SOFTWARE REQUIREMENTS**

Keefe proposes to that LCDCC continue using Cobra Banker inmate software, a program that is fully capable of being audited by Lea County. Keefe will continue to support all aspects of the software, including any agreed upon equipment. Cobra Banker contains the ability to set up annual fiscal maintenance for LCDCC.

The Cobra Banker system has the ability to run ledger reports on any account or sub-account within the general ledger. The system allows for LCDCC to open an account for an inmate at the time of booking and enter into the system the amount of money in their possession at the time of their booking. The following fields are present in the booking process: account name, name, DOB, gender, location, ethnicity, height, weight, eye & hair color and AKA (alias).

The software allows for the charging of receivables as set up by LCDCC. Once an inmate account has been opened, the software allows for the following: adding of funds, draw funds, closing of the account, paying any balance due by check, closing of multiple accounts that print out on one check, deduction of commissary purchases, processing of credits and changing inmate location, all done in real time.

Cobra Banker allows for the assigning of a permanent ID number for an inmate that will allow for an account to be reopened and allow for debt to be tracked across multiple incarcerations. The software allows for the adding of inmate information to control commissary purchases, such as gender restriction, age restriction, disciplinary restriction and indigent status.

The system provides a complete audit trail for all transactions. Banker allows for scheduled and unannounced visits of inmate accounts by the county to ensure account accuracy. Cobra Banker has the ability to provide numerous reports including: cash report, sales report, checkbook report, inmate reports, receivable reports, general ledger reports and a negative balance report for inmates with debt. The checkbook feature is able to write a check to a third party, void checks, make corrections, add deposits and can print out a check registry with multiple query options.

- Cobra Banker software updates are free for the life of the contract.
- Product Support is available 24/7 for emergency issues.
- All data is backed up securely on our server stations at our St. Louis headquarters.
- A software interface with New World's JMS is available when LCDCC is ready to move forward.
- Included in the next section are Cobra Banker, inmate accounting software specifications and capabilities.

**SPECIFICATIONS AND CONTRACTUAL TERMS**  
LEA COUNTY, NEW MEXICO

**INMATE COMMISSARY SERVICES & FOOD CART SERVICES**  
**LEA COUNTY DETENTION CENTER**  
**PROPOSAL #01-(18-19)**

**DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)**

**V. SOFTWARE REQUIREMENTS**

The following are the mandatory specifications that will be required of the proposed banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the software at the time of proposal submission for the proposal to be considered.

The proposed banking software should provide for an accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following – circle your response to each item & return these two (2) pages with your “**Proposal Form**” pages:

	<b>Circle Response</b>	
1. General ledger with dual accounting posting	<input checked="" type="radio"/> Y	<input type="radio"/> N
2. Date specific reports for all ledger accounts	<input checked="" type="radio"/> Y	<input type="radio"/> N
3. Provide for a trial balance to be run at any time	<input checked="" type="radio"/> Y	<input type="radio"/> N
4. Fiscal year maintenance with end of month reporting	<input checked="" type="radio"/> Y	<input type="radio"/> N
5. Allow for yearend fiscal adjustments to be entered prior to closing the fiscal year	<input checked="" type="radio"/> Y	<input type="radio"/> N
6. Checkbook reconciliation with multiple checkbook capabilities, including but not limited to: writing checks, deposits, voids, balancing, etc.	<input checked="" type="radio"/> Y	<input type="radio"/> N
7. Inmate receivables module complete with reports section	<input checked="" type="radio"/> Y	<input type="radio"/> N
8. Automatic check writer with check writing	<input checked="" type="radio"/> Y	<input type="radio"/> N
9. Positive pay module to transmit check information to the bank	<input checked="" type="radio"/> Y	<input type="radio"/> N
10. Provide for an automatic checkbook reconciliation module	<input checked="" type="radio"/> Y	<input type="radio"/> N
11. Provide for multiple release module to release a group of inmates on the same check with appropriate report	<input checked="" type="radio"/> Y	<input type="radio"/> N
12. Commissary inventory module with reports section	<input checked="" type="radio"/> Y	<input type="radio"/> N
13. Inmate property module with reports section	<input checked="" type="radio"/> Y	<input type="radio"/> N
14. Indigent module which includes the ability to rotate two Indigent packs individually for each inmate based upon monetary and time criteria to be determined by the facility	<input checked="" type="radio"/> Y	<input type="radio"/> N
15. Allows for debt to be collected based upon a percentage of incoming funds to be determined by the facility	<input checked="" type="radio"/> Y	<input type="radio"/> N
16. Allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility	<input checked="" type="radio"/> Y	<input type="radio"/> N
17. The system must always be in balance within the general ledger.	<input checked="" type="radio"/> Y	<input type="radio"/> N



**SPECIFICATIONS AND CONTRACTUAL TERMS**  
**LEA COUNTY, NEW MEXICO**

**INMATE COMMISSARY SERVICES & FOOD CART SERVICES**  
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- |  |                                    |   |
|--|------------------------------------|---|
| 18. Provide reports on commissary orders, order rejections, commissary sales, and products offered   | <input checked="" type="radio"/> Y | N |
| 19. Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions                              | <input checked="" type="radio"/> Y | N |
| 20. Provide account summaries (both individual and facility including transaction history)   | <input checked="" type="radio"/> Y | N |
| 21. Provide for reclamation of checks automatically in the system – (The Wells Fargo checks currently being used are pre-printed.)                         | <input checked="" type="radio"/> Y | N |
| 22. Provide for reports on all checkbook activity by operator defined criteria   | <input checked="" type="radio"/> Y | N |
| 23. Provide reports based on user definable date time periods  | <input checked="" type="radio"/> Y | N |
| 24. Provide for inactivity maintenance to include reporting and reclamation of moneys  | <input checked="" type="radio"/> Y | N |
| 25. Provide for inmate intake and release reporting  | <input checked="" type="radio"/> Y | N |
| 26. Allow for multiple checkbooks to be set up in the software   | <input checked="" type="radio"/> Y | N |
| 27. Provide for facility and operator log reports  | <input checked="" type="radio"/> Y | N |
| 28. Allow for the classification of inmates for the purpose of precluding charges being made on those accounts   | <input checked="" type="radio"/> Y | N |
| 29. Allow for the assignment of a facility designated permanent number to each inmate  | <input checked="" type="radio"/> Y | N |
| 30. Allow for reports to be run on both the permanent number and booking number for each inmate  | <input checked="" type="radio"/> Y | N |
| 31. Allow for the primary "booking" number to be modified when errors occur in inmate identification   | <input checked="" type="radio"/> Y | N |
| 32. Allow for specific deductions to be assigned to individual accounts with an "automatic" collection per facility designate criteria                     | <input checked="" type="radio"/> Y | N |
| 33. Allow for the generation of a log of intakes and releases for a period of time   | <input checked="" type="radio"/> Y | N |
| 34. Allow for the input of inmate address and phone contact information of the purposes of generating invoices and receiving for debt after inmate release | <input checked="" type="radio"/> Y | N |
| 35. The banking software must allow for inmate releases to be done by check  | <input checked="" type="radio"/> Y | N |
| 36. Provide a training manual for the staff to use   | <input checked="" type="radio"/> Y | N |

### **AUTOMATED SELF SERVICE OPTIONS**

Keefe will continue to service and maintain the lobby cashier available for public deposits.

This cashier will continue to be able to accept cash, credit and debit card transactions. The cashier will remain integrated with the Cobra Banker software.

Keefe will continue to employ a third party, d secure, armored courier for transferring money to the bank at no additional charge to LCDC.

Keefe is responsible for all maintenance and customer service issues related to this machine.



DEPOSIT FEE STRUCTURE				
Gross Amount Deposited	Web	Phone	Credit at Lobby	Cash
\$0.01 - \$19.99	\$3.95	\$4.95	\$4.00	\$4.00
\$20.00 - \$99.99	\$6.95	\$7.95	\$4.00	\$4.00
\$100.00 - \$199.99	\$8.95	\$9.95	\$4.00	\$4.00
\$200.00 - \$300.00	\$10.95	\$11.95	\$4.00	\$4.00

In-pod kiosk (housing) units will continue to provide inmates the ability to place commissary orders and access their account history. Should the county wish to utilize Keefe's GT/Request system, the program could be run on the in-pod kiosks, with access to kites and system set up available to install on LCDC workstations.

Orders will continue to be available to be made in English & Spanish on the 10 operational in-pod kiosks Keefe currently maintains.

## **Cobra Banker Software**

Cobra Banker is a flexible, easy-to-operate resident accounting software system, designed specifically to manage the personal funds and property of incarcerated residents. Swanson Services Corporation commissioned Cobra Banker Software Group, LLC to develop the most innovative “banking” software ever developed for the corrections industry. It is the result of Swanson’s 30+ years of direct experience providing fiduciary and accounting software to correctional facilities in 43 states and incorporates many key features suggested by our clients. Swanson is the exclusive distributor of this innovative banking solution. Cobra Banker software operates in an Oracle® database, the most widely used relational database in the world and is written in Visual Basic.net®.

### ***Important Software Features***

#### **SYSTEM SECURITY**

##### *User-definable Security Levels*

To facilitate system control, all functions are password-protected and controlled through the ACCESS LEVEL feature. Access levels allow clients to strictly control the software features individual operators can access. Though most facilities only establish three to five access levels, Cobra Banker allows up to 95 user-definable levels.

Once an access level has been established, the client determines which Cobra Banker features that access level will be allowed to use. This process is called “authorizing” and is handled by the AUTHORIZATION feature. Once the access level has been authorized, it is assigned to the appropriate operator account(s), restricting that operator’s access to only those features authorized for that access level. To further secure access, any operator that is given access to the Authorizations feature cannot assign access to features from which they are restricted. Additionally, an operator cannot assign or modify an access level that is higher than their own, nor can they modify their own level.

#### **GENERAL LEDGER**

Cobra Banker software is designed to meet generally accepted accounting principles. All monetary transactions are automatically posted to the appropriate general ledger accounts using the double-entry accounting method. This method ensures that the Cobra Banker system will always be in balance. Cobra Banker also produces essential accounting reports, such as trial balances, balance sheets, ledger reports and receipt reports.

The general ledger accounts actively utilized will be based on the client’s use of the system. With Cobra Banker there is no need to hire a CPA to set-up your general ledger accounting system. You can be confident that the accounts are set-up correctly because Cobra Banker does it for you based on the usage of the system and GAAP standards.

Because Cobra Banker tracks all monetary transaction through a general ledger, individual resident accounts and on a multitude of transaction specific reports, auditing of the system is quick and easy.

#### **RESIDENT ACCOUNTS**

Cobra Banker allows the client to create a resident account, often referred to as the resident’s “trust fund”, for each individual resident at a facility. These accounts are used by Cobra Banker to track monetary transactions for the individual resident. Cobra Banker provides over 100 resident reports, reflecting transactional information, specific to a resident.



**Resident reports** – some of the standard resident account reports are:

- |                      |                              |                           |
|----------------------|------------------------------|---------------------------|
| * Account Balances   | * Classifications            | * Payroll Transactions    |
| * Account Edit Log   | * Housing Locations          | * Receivable Transactions |
| * Account History    | * Housing Location Updates   | * Release Transactions    |
| * Account Inactivity | * Identification Information | * Restrictions            |
| * Account Statements | * Inactivity Report          | * Scheduled Payments      |
| * Aliases            | * Indigence Report           | * Void Transactions       |
| * Bail Transactions  | * Intake Transactions        |                           |
| * Check Transactions |                              |                           |

### **CASH MANAGEMENT**

Managing cash, checks and other funds is a very important component of any successful banking system. With Cobra Banker, cash management and cash drawer reconciliation is easy and efficient. Cobra Banker is designed to work effectively in cash and cashless environments.

From a cash management standpoint, the software operates much like an electronic cash register. Each transaction is fully receipted and includes a receipt number, transaction date and time and operator information. Cobra Banker allows clients to determine where cash drawers will be located by assigning a cash drawer to a station. If a station is not assigned a cash drawer, monetary transactions that require a cash drawer cannot be processed on that station. Based on the client procedures, cash drawers can be balanced once a day or as many times as necessary. When the balancing process is complete, Cobra Banker produces a receipt reflecting all balancing information.

**Cash Reports** – standard cash drawer reports can be produced reflecting:

- |                      |                   |
|----------------------|-------------------|
| * Balances           | * Adjustments     |
| * Transaction Detail | * Payment Types   |
| * Movements          | * Payment Sources |
| * Discrepancies      |                   |

### **CHECKBOOKS**

Cobra Banker is designed with a comprehensive checkbook module that is fully integrated with other Cobra Banker modules to allow all necessary banking functions to be carried out effortlessly. These include resident accounts, receivables, sales and tax disburse, payroll reimburse and others. The Checkbook module is designed to carry out all standard banking functions, such as check writing, depositing and bank reconciliation. Checkbook also provides advanced capabilities such as reclaiming of stale dated checks and voiding.

**Checkbook Reports** – Standard checkbook reports can be produced reflecting:

- |                     |                       |
|---------------------|-----------------------|
| * Balances          | * Reclaimed Checks    |
| * Check Payees      | * Transaction Detail  |
| * Deposits          | * Transaction Summary |
| * Outstanding Items |                       |

### **ACCOUNTS RECEIVABLE**

This module provides a very effective cost recovery tool for recovering expenses incurred by the client for the services and supplies provided to residents during incarceration. Due to the specifics of charging and collecting for services varies widely, Banker receivables have been designed with many facets that allow a facility to determine how each receivable should function. This versatile feature allows clients to designate:



- The order in which receivables are collected
- When a receivable will be collected, i.e. during intake, release, when to add money to the account, etc.
- The percentage of the incoming money that will be collected
- When the receivable should be blocked from being charged to classified residents, i.e. federal detainees
- The amount of money that must be retained in a resident's account when receivables are charged or collected, if any
- When the receivable should be an automatic charge at intake and/or release, i.e. a booking fee charges to all residents
- When the receivable is a group charge that will be charged to most or all of the residents, i.e. meals
- If and when a receivable debt must be written-off, available by resident and receivable
- An amount of money that a resident will be required to save during their incarceration. This feature is typically used by clients to mandate that all residents released from the facility have a specified amount of money available upon release.

Cobra Banker also provides a convenient means of disbursing payments collected from residents to the appropriate entities.

*Receivable features include:*

- **Setup** – Allows the client to create and define the functionality of up to 999 receivables.
- **Charge** – Allows the client to process receivable charges to an individual resident account, when necessary. Once a receivable has been charged to an account, how and when money is collected is determined by the receivable and system settings.
- **Apply Money** – Provides a convenient way to accept payment for a resident's receivable debt from an outside source without affecting the resident's commissary balance. When money from an outside source is applied, Cobra Banker allows the operator to apply the money based on the receivable and system settings or to manually apply specific amounts to specific receivables. Operators are required to enter the name and address of the person or entity presenting the money. This information can be valuable to the client when it is necessary to research or monitor who a resident is receiving money from. Apply Money also allows a client to use a resident's commissary balance to pay receivable debt over and above payments systematically collected based on the receivable and system settings. This option, called "Transfer Money", allows the client to apply all or part of the resident's commissary balance to any receivable with an outstanding balance.
- **Credit** – Provides a convenient means of reversing a receivable charge made in error. When a Credit is processed, if the amount credited is greater than the amount owed for the receivable at the time the credit is processed, the difference will be uncollected and returned to the resident's commissary balance.
- **Write-Off** – Allows outstanding receivable debt to be alleviated, if necessary. This action may be carried out on an individual resident account or for a particular receivable.
- **Disburse** – Generates checks to payout receivable payments collected from residents if multiple receivables are payable to the same entity, they may be disbursed together in one check.
- **Group Charge** – Allows multiple resident accounts to be charged for a receivable, at one time. Cobra Banker allows the client to exclude resident accounts from a group charge, when necessary. Residents can be automatically excluded based on a minimum balance or a classification, or can be manually excluded by the operator.
- **Classification** – Provides a tool to classify resident accounts that are exempt from being charged for a particular receivable. This feature is most often used to ensure that residents housed in the facility under contract, i.e. for state or federal governments, do not get charged for services that are covered under the contract agreement.

*Even more features and benefits of Swanson's Cobra Banker software.*

## **BAIL**

The Bail module provides a means for the client to receipt resident bail charges assessed by the courts and payment of those charges. Cobra Banker allows bail payments to be processed from the resident's commissary balance or received from an external source, at the time of charge or later, until the charge is paid-in-full.

The Bail module allows flexibility in the handling of bail payments by allowing the client to set up bail accounts that can be paid out individually by resident or stored and disbursed for several residents in one lump sum.

## **PAYROLL**

Provides an easy means to pay and track funds due to residents for work performed. Clients define jobs with regard to name, rate and unit of pay. When a resident account receives payroll funds, the Payroll module collects any outstanding receivable debt from the payroll amount and any remaining payroll is added to the account's commissary balance. All payroll paid data is stored in Cobra Banker until the client is reimbursed by the appropriate agency. Upon reimbursement, Cobra Banker deposits the reimbursed amount to the checkbook.

*Payroll features include:*

- **Setup** – Allows the client to create and define the functionality of up to 999 payroll jobs.
- **Payroll** – Allows the client to process payments to individual resident accounts for work performed. Total paid for each payroll job is stored as a receivable until the client physically received payment from the appropriate entity.
- **Reimburse** – Provides a means to record receipt of reimbursements received for payroll previously paid to residents. When a reimbursement is processed, Cobra Banker makes a deposit to the Cobra Banker checkbook.
- **Payroll Reports** – Standard payroll reports can be produced reflecting:
  - \* Payroll Balances
  - \* Payroll Reimbursements
  - \* Payroll Transaction Detail
  - \* Resident Payroll Transaction Detail
  - \* Resident Payroll Transaction Summary

## **SCHEDULED PAYMENTS**

The Scheduled Payment (SP) module provides an invaluable tool to administering mandated financial obligations, such as court fees and restitution, for residents. Scheduled Payments allows the client to assign, collect and disburse these obligations by resident. Due to the manner in which SPs are collected and paid are often specific to the resident, Cobra Banker provides great flexibility when assigning, collecting and disbursing these obligations.

*Scheduled Payment features include:*

- **Setup** – Allows the client to create and define the functionality of up to 999 scheduled payments.
- **Assign** – Allows the client to assign a Scheduled Payment to a resident account. When a SP is assigned to a resident's account, the SP settings (that were defined when the SP was created) will default but may be changed to fit the specific mandate of the resident's obligation.
- **Maintenance** – Allows the client to modify the SP settings for a SP that has been assigned to a resident account.
- **Write Off** – Allows the outstanding SP balance for a resident to be alleviated, if necessary.
- **Disburse** – Provides an easy means of paying out money collected from residents for Scheduled Payments. The collection of SP often must be disbursed based on the guidelines outlined by the imposing authority. Because these guidelines are very often specific to the resident, the SP Disburse feature has been designed with great flexibility. Disburse provides three "disburse by" options, "Scheduled Payment", "Resident" or "ALL" and two "disburse options", "Generate individual checks for each item" and "Group items into one check where the Payee information is the same". The

disburse options selected will determine the number of disbursement checks that will be generated upon completion of the transactions.

- **Scheduled Payment Reports** – standard SP reports can be produced reflecting:
  - \* Disbursements
  - \* SP Balance Detail
  - \* SP Balance Summary
  - \* SP Check Transactions
  - \* SP Transaction Detail
  - \* Resident SP Balance Detail
  - \* Resident SP Balance Summary
  - \* Resident SP Edit Log
  - \* Resident SP Setup
  - \* Resident SP Transaction Detail

## TRANSFER

Transfer provides a facility with a quick and easy means of moving money from one resident's account to another resident's account.

*Transfer features include:*

- **Setup** – Allows the client to determine whether or not the transfer "From" account's receivable debt will be considered when calculating the available amount to transfer. The client also decides whether or not receivable debt and scheduled payments will be collected from the transfer amount for the transfer "to" account.
- **Transfer** – Allows the client to move money from one resident's commissary balance to another resident's commissary balance.
- **Transfer Reports** – Transfer transactions are reflected on the following standard resident reports:
  - \* Resident Account Statement
  - \* Resident History Report
  - \* Resident Transaction Report

## COMMISSARY

Cobra Banker has been designed to make the task of making commissary available to residents as simple and easy as possible. When the Cobra Banker system has been setup in accordance with the client's policies and procedures, the Commissary features will manage commissary accordingly. Commissary not only manages the amount of money a resident has available to spend, but also ensures that residents with restrictions and inventory items with restrictions and/or limits are handled properly.

To protect clients, Cobra Banker software does not allow residents to spend more than they have in their accounts, prevents orders from being placed on closed or inactive accounts and provides a number of client-defined controls.

*Commissary features include:*

- **Order** – Allows commissary orders to be hand-keyed.
- **Credit** – Refunds money deducted from resident's commissary balances for commissary orders or PAKs.
- **PAKs (Pre-Assembled Kits)** – Provides a tool to allow clients to sell PAKs to residents. These kits are basically pre-packaged commissary orders provided to residents by the facility. This feature is often used to provide residents with essential items when they are booked into the facility, i.e. personal hygiene. However, PAKs can be sold at any time the facility determines necessary. The client determines:
  - \* Contents of the PAK
  - \* PAK Limit
  - \* PAK Price
  - \* If the resident is charged for the PAK
  - \* If the resident must have the PAK price at the time it is sold

- **Review Orders** – Allows the client to view and reprint commissary orders, PAK orders and credits previously processed on a resident's account.
- **Process Scanned Menus** – This feature is used to process commissary and indigent PAK orders that have previously been scanned through an optical scanner. This process reads the scan file and places the orders in Cobra Banker. Process Scanned Menus incorporates all system and commissary restrictions and controls.
- **Commissary Reports** – standard commissary reports can be produced reflecting:
 

* Commissary Transactions	* Orders and Credits
* Consolidation Detail	* PAK Purchases
* Consolidation History	* Scanner Errors
* Daily Commissary Orders	* Scanner Sales
* Item Purchases	

### COMMISSARY RESTRICTIONS AND CONTROLS

Cobra Banker's Commissary module is a fully integrated module that provides the greatest flexibility and control of any commissary program. The Commissary module is designed to allow the client to determine the functionality of the ordering process in relation to:

- |                                 |                       |
|---------------------------------|-----------------------|
| * Indigent Criteria             | * Scan Order Priority |
| * Inventory Group Limits        | * Spending Limit      |
| * Inventory Item Limits         | * Unit Limit          |
| * Number of days between orders |                       |

Cobra Banker also provides many ordering restrictions to allow a client to dictate resident's ordering abilities to meet their policies and procedures:

- |                         |                                 |
|-------------------------|---------------------------------|
| * Age Restriction       | * Location Restrictions         |
| * Detention Restriction | * Medical Restrictions          |
| * Freeze Restriction    | * Receivable Classifications    |
| * Gender Restriction    | * Resident Spending Restriction |
| * Indigent Restrictions | * Status Restriction            |

### INDIGENT CONTROLS

Cobra Banker's indigent features allow the client to define the criteria that a resident must meet to be considered indigent. The client determines:

- \* Maximum commissary balance considered indigent
- \* Minimum number of days the maximum balance must be maintained to be considered indigent
- \* Minimum number of days that must lapse between a residents indigent PAK orders
- \* How residents will be charged for indigent PAKs, charged, not charged or only charged the commissary balance at the time of order, regardless of the PAK price
- \* Whether indigent PAKs orders will be placed and delivered with regular commissary orders or handled manually at the facility

### PROPERTY

Efficiently records and tracks resident property. Allows the client to assign a specific property bag to a resident account and enter the property items confiscated from the resident into the bag. If necessary, multiple property bags may be assigned to a resident account. Property items may be received from the resident or from a third party. If received from a third party, the name and address of the source is required. Property items may also be released to the resident or a third party. For convenience, Property is also available through the Intake and Release features.

Property Reports – standard property reports can be produced reflecting:



- \* Bag Assignment/History
- \* Bag Contents
- \* Bag Listing
- \* Item Report

- \* Reprint Property Reports
- \* Resident Property
- \* Void Property Releases

### **REPORT EXPORTER**

Report Exporter provides the client with a means to save data compiled through a Cobra Banker report, to a file outside of the Cobra Banker system. This was a direct request from several of our clients who wanted the ability to take information from Cobra Banker and create their own reports.

### **COBRA BANKER SOLUTIONS**

Cobra Banker on-screen documentation is provided by Cobra Solutions™. This documentation provides comprehensive information and step-by-step instructions for all Cobra Banker features. This information is easily accessible from the main menu or from any Cobra Banker feature through the “Help” button.

### **SERVICE AND SUPPORT**

To help your operation run smoothly, Swanson Services Corporation (SSC) offers a variety of software support options following the initial training period, including phone and on-premises support and training. SSC works directly with the client to create a support and training program that fits your specific needs.

A Swanson System Resource Manager (SRM) is assigned to every client to provide support and maintenance for all hardware and software provided by SSC. The SRM is knowledgeable about your needs, and your support system. SSC also provides an Emergency Hot Line that is available 24-hours-a-day, seven-days-a-week.

## **VI. REQUIRED RFP FORMS**

INMATE COMMISSARY & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M

\*\* The following attached forms have been completed and signed.        X   YES

a. Campaign Contribution

b. Resident / Veteran Preference – ***Must attach a copy of certificate issued by NM Tax & Rev.***

c. Related Party Disclosure

d. Debarment Certification

e. Non-Collusion Affidavit

15 of 19

OPTIONS, EXCEPTIONS OR VARIATIONS  
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY SERVICES & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. **Please sign one of the options below and return with your offer.** (Use additional pages if necessary.)

1) THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS. \_\_\_\_\_  
Signature

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.

  
\_\_\_\_\_  
Signature



## 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.

# REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Board of County Commissioners: Ron Black, Rebecca Long, Dean Jackson, Jonathan Sena, Don Jones  
Assessor Sharla Kennedy;  
Clerk Keith Manes;  
Treasurer Susan Marinovich;  
Probate Judge Sandra Goad

## 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.

B. Allen 6-15-18  
Signature Date  
Title (Position) Regional Manager



BID FORM

Resident/Veterans Preference Certification

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

Please check one box only

N/A

**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 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 \$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 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 false or misleading statements about material fact regarding this matter constitutes a crime.

**\*\* Resident Business/Veteran Business Certificate Number:** \_\_\_\_\_

[Signature]

(Signature of Business Representative)\*

6-15-18

(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 valid New Mexico Resident Business or New Mexico Resident Business Certificate number must be provided in order to receive preference.**

**Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No X

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

	Yes	No
Sales, Purchase or leasing of property ?	_____	<u>X</u>
Receiving, furnishing of goods, services or facilities?	_____	<u>X</u>
Commissions or royalty payments	_____	<u>X</u>

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes \_\_\_\_\_ No X

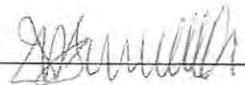
4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No X

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes \_\_\_\_\_ No X

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President:  Date 6/18/15

(Print Name and Title): John Puricelli, Executive Vice President



## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

---

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

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

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



Signature of Authorized Representative

6-15-18

Date

Brian Clark, Denver Region Account Manager

Typed Name & Title of Authorized Representative

---



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA	<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:																		
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER B:</td><td>Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	Liberty Mutual Fire Ins Co	23035	INSURER B:	Liberty Insurance Corporation	42404	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER A:	Liberty Mutual Fire Ins Co	23035																	
INSURER B:	Liberty Insurance Corporation	42404																	
INSURER C:																			
INSURER D:																			
INSURER E:																			
INSURER F:																			
<b>INSURED</b> Keefe Commissary Network, LLC 10880 Linpage Place St. Louis MO 63132 USA	<b>NAIC #</b>																		

**COVERAGES**

CERTIFICATE NUMBER: 570071623529

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EB2651291759067 SIR applies per policy terms & conditions	12/01/2017	12/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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PERSONAL & ADV INJURY	\$1,000,000																		
GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-651-291759-077	12/01/2017	12/01/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7651291759097	12/01/2017	12/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$10,000,000</td></tr></table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000								
EACH OCCURRENCE	\$10,000,000																		
AGGREGATE	\$10,000,000																		
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC7651291759047 SIR applies per policy terms & conditions	12/01/2017	12/01/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																			
E.L. EACH ACCIDENT	\$1,000,000																		
E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For informational purposes only.

**CERTIFICATE HOLDER****CANCELLATION**Keefe Commissary Network, LLC  
10880 Linpage Place  
St. Louis MO 63132 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Central, Inc.*

Holder Identifier :

Certificate No : 570071623529

## NON-COLLUSION AFFIDAVIT

STATE OF Colorado )

County OF DENVER )

Brian Clark (name) being first duly sworn, deposes and says  
that he/she is (title) Brian Clark - Regional Manager  
of (organization) Keefe Commissary Network

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: Brian Clark

Title Regional Manager

SUBSCRIBED and sworn to before me this 17th day of June, 20 18.

Notary Public: Nancy Jarrett  
My Commission Expires: 8/7/2021

Nancy Jarrett  
Notary Public  
State of Colorado  
Notary ID 19934010274  
My Commission Expires August 07, 2021



## ACKNOWLEDGEMENT OF RFP RECEIPT

INMATE COMMISSARY & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and ending with N/A.

The acknowledgement of receipt should be signed and emailed to the Procurement Officer no later than 6/19, 2018.

Only potential Offerors who elect to return this form completed, with the indicated intention of submitting a proposal will receive any future Addendums, including those in response to Offeror written questions.

FIRM: \_\_\_\_\_

REPRESENTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

This name and address will be used for all correspondence related to the Request for Proposal.

Firm **does / does not**\*\* (circle one) intend to respond to this Request for Proposal.

\*\* In order to assist us with future RFP preparations, we would appreciate a brief reason that your firm will NOT be responding:

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Kathy McLaughlin, CPO, Procurement Officer  
Lea County, New Mexico  
100 N. Main Suite 11 (4<sup>th</sup> Floor)  
Lovington, NM 88260-4030  
[kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)





**Finance Department**  
100 North Main, Suite 11  
Lovington, NM 88260-4030

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

LEGAL NOTICE OF REQUEST FOR PROPOSALS  
LEA COUNTY, NEW MEXICO

INMATE COMMISSARY & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

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

Requests for Proposals and any future addenda are available on Lea County's website at <https://www.leacounty.net/p.aspx?plD=254&> or by contacting: the Finance Department, Courthouse, 100 N. Main, Suite 11, Lovington, New Mexico 88260-4030, (575) 396-8521, Ext. 2356, [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net).

QUESTIONS: Only questions asked and answered in writing will be binding. Please submit any questions to: Kathy McLaughlin, [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net).

Ron Black, Chairman

Hobbs Daily News Sun  
Albuquerque Journal

June 8, 2018

LEA COUNTY, NEW MEXICO

INMATE COMMISSARY &  
FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)

DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

**TERMS & CONDITIONS**

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 proposals shall be sealed, addressed and delivered to: The Finance Department, 100 N Main, Suite 11, Lovington, New Mexico 88260-4030 by 3:00 P.M. (MST) on JUNE 26, 2018. Please mark the outside of the envelope "PROPOSAL #01". It is the offeror's responsibility to see that the proposal arrives on time. Late proposals will be returned unopened. Emails, faxes and telephone proposals will not be accepted.
  - All copies of your proposal may be shipped in one box/package.
  - When shipping your proposals, please take into consideration that Lea County is in a rural area.
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.
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 shall not be disclosed upon opening, so as to not be available to competing offerors during the negotiation process.
6. Proposals shall be evaluated according to factors set forth on the attached sheet. Each factor shall 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, quantity, or time of performance 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. Award will be for the initial year plus three (3) one-year options to renew. The County's payment and performance obligations for succeeding fiscal periods shall 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 to the end of each fiscal year, without penalty. There must be no "equitable or moral" duty to continue to make payments under the proposal.

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9. The Lea County Procurement Policy and the New Mexico Procurement Code 13-1-28 through 199, NMSA, 1978 shall 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 competition in connection with this proposal submitted to Lea County.
12. The County shall negotiate a contract with the highest qualified business as selected by the selection committee for the services contemplated under this RFP at compensation determined in writing to be fair and reasonable.
13. The successful offeror will be required to carry the following insurance coverage **with Lea County listed as co-insured on all policies:**
  - a) General and professional liability insurance in the amount of \$1,000,000.00 single limit, and \$2,000,000.00 aggregate.
  - b) Workers' Compensation insurance as required by state statute.

**Proof of coverage must be provided prior to entering into a contract.**

14. 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 shall 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.

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15. 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 negligent act or omission by the offeror or employee or agent thereof connected in any way with offeror's performance under this contract.
16. 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.
17. 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 shall 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).
18. 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.
19. Award of the proposal will not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
20. 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.
21. 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. Entire proposals may not be marked as proprietary.



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22. The County's policy on requests for copies of proposal information after award is as follows:

Submit a written request detailing what information you would like to receive.

- a) There will be a charge of \$1.00 per page by cash or check / money order made payable to Lea County at the following address:

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

The fee must be paid before the information is released.

- c) Terms and Specifications are available at no charge to vendors who will be responding directly to bids or proposals.
- d) Charges will apply to any sub-contractors requesting our mailing list. The sub-contractor may then contact vendors directly regarding information on the specifications.
23. 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**

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**INTRODUCTION**

Lea County is requesting proposals for *Inmate Commissary & Food Cart Services* for an approximate daily population of 385 adult inmates and 10 juveniles (housed in the same facility) for a term of one (1) year. In addition, the County reserves the option to extend the contract, without proposal, on a year to year basis for three (3) additional one-year periods.

Lea County presently operates the Lea County Detention Center (LCDC) at the following location:

1401 S. Commercial  
Lovington, NM 88260

**Contact person for all RFP questions:**

Kathy McLaughlin, Purchasing Officer  
[kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net)

**RATED CAPACITY:** 400 adults & 32 juveniles. There are no immediate plans to expand the facility.

**ON-SITE VISIT :** Visit may be arranged by contacting in advance: Chris Veasart: (575) 396-1175.

**QUESTIONS AND ADDENDA :**

ALL questions regarding aspects of this RFP must be submitted in writing to the Procurement Officer only: Kathy McLaughlin, [kmclaughlin@leacounty.net](mailto:kmclaughlin@leacounty.net) . Only questions asked and answered in writing by the Procurement Officer will be binding. Interpretations or clarifications in response to such questions will be issued by addenda to all parties recorded by the Procurement Officer as having received the proposal documents. Any ADDENDA will be posted to Lea County's website immediately:  
<https://www.leacounty.net/p.aspx?plD=254&>.

**REASON FOR THE PROCUREMENT**

The objective of this RFP is to provide the highest level of service to inmates and Lea County Detention Center to include a full range of commissary services for the inmates and an inmate banking system to account for the inmates' personal funds. Offerors are hereby notified that Lea County is not committed to acceptance of any proposal based solely on financial terms, but rather we will seek to find a contractor who, in our opinion, can provide the best services based on all the information requested and submitted.

Lea County is soliciting proposals from experienced inmate commissary service contractors to provide to the Lea County Detention Center (hereinafter referred to as "LCDC") a full range of services including: Inmate banking systems (including Inmate accounting software, computer hardware and support) and commissary services and products for all adult and juvenile inmates.

**I. COMMISSARY SERVICE**

- A.** The contractor and Warden are to mutually agree upon the items to be sold in the commissary program. The contractor will advise the Warden of new products as they become available. No items will be added without written permission from the Warden.

The contractor will provide ability for the inmates to make their own orders (in both English and Spanish) via kiosks therefore reducing the necessity for LCDC staff interaction as much as possible. The prices will be fixed unless written request is made to the Warden with 30-day notice. Any ability the contractor may have that will reduce the man- power necessary to accept money on behalf of inmates will be considered a benefit to LCDC. The orders will be prepackaged and delivered within 48

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hours, sorted by pod. Indigent packs, trustee packs, welcome to jail packs, and week-end packs shall be available, also prepackaged.

- 1) Food items shall be packaged and dated for individual consumption
- 2) All containers shall be made of non-breakable materials
- 3) No products shall contain alcohol
- 4) Each inmate shall be allowed to order commissary at least once per week
- 5) Orders shall be processed from an on-premises secure location and delivered within 48 hours
- 6) Inventory in the secure location shall be that to ensure an order fill rate of at least 98%. No temporarily out of stock
- 7) Substitutions or backorders are not allowed
- 8) A method for restocking on returned orders must be available
- 9) The Warden will determine the final retail selling prices (prices not higher than local convenience stores)
- 10) All items sold must be jail appropriate and approved by the Warden
- 11) Commissary orders will be sent in a clear, tamper proof, heat sealed plastic bag for the primary purpose of security and accountability. A two-part receipt shall be sealed within the bag (inmate name, location, ID number, items ordered, total of order, beginning and ending balance and 2 signature lines)
- 12) Net sales will be defined as gross sales less sales of stamps, stamped envelopes, inmate long distance phone cards and sales tax

**B. COMMISSION**

Current commission rate is: 22%.

The commissary contractor will include any and all financial offerings in response to the RFP. The contractor will provide the following information at a minimum:

- Details of billing and payment arrangements
- Commission rate to be remitted and net sales calculations
- Sample monthly commission statements

**C. AVAILABLE SPACE DETAILS**

1. Size of the space provided within facility: 17' x 22' with additional 10' x 12' adjacent room.
2. Shelving is available.
3. There is no pick-up window. Vendor will bag individual orders and sort them by housing unit; vendor staff will deliver to the inmates. (Further details follow.)
4. Door to the commissary storage room is 32" wide x 84" tall.
5. Commissary rooms are approximately 150' from the receiving dock. Orders will be received there and then brought in to the facility using flat carts.

**D. NETWORK / ELECTRICAL ACCESS**

1. Commissary contractor is allowed to use the County's network and will have VPN access.
2. There is one network cable into the Commissary room.
3. There are five (5) electrical outlets, one on each of the four walls + a high outlet.
4. There is a network cable in each Inmate housing pod.
5. Current telephone provider is Securus / Evercom.
6. There is one workstation used in the commissary program.

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**E. SCHEDULE FOR ORDER DELIVERIES – Other options will be considered if details are provided**

1. Inmates may place orders on Mondays. Exact schedule to be set by warden.
2. Deliveries are made on Fridays. Exact schedule to be set by warden.
3. If an inmate has ordered commissary products and is released from custody before delivery, those items are to be delivered to the Detention officer in charge of commissary finance.

**F. MY CARE PACK**

Lea County requests that MyCarePack.com services be included in this RFP, which allows family and friends to order commissary items through a web-based shopping cart. The MyCarePack site interacts with various external systems. The Commissary provider is responsible for building and maintaining these interfaces. All costs as well as technical issues relating to interfaces with MyCarePack will be managed by the Commissary provider.

Payment for MyCarePack purchases will be received on the MyCarePack.com website. The Commissary provider is responsible for the proper operation of the shopping cart software and all related functionality. This includes maintenance of Payment Card Industry (PCI) compliance standards, privacy policies, security policies, and all other industry-standard criteria for proper operation of a public-facing ecommerce web site. Payments received through the MyCarePack web site will be deposited into a merchant account.

The goal in supporting this application is to ensure the highest possible level of service and to allow the Commissary provider and the correctional facility to take maximum advantage of this resource.

**G. INDIGENT PACKS**

1. Indigent packs will be provided by the commissary and cost deducted from the commission to Lea County.

**H. INMATE ACCOUNTS / DEPOSITS**

1. There will be one Detention officer assigned to take care of inmate accounts and deposits.

**II. FOOD CART SERVICES**

**A. FOOD CART (Pays 17% Commission)**

1. Contractor will provide food cart services to LCDC inmates on days and times mutually agreed upon by contractor and LCDC.
  - Cart sales are offered to inmates once a week.
  - Currently there are two (2) carts: one (1) for hot food and one (1) for frozen treats.
2. The food products provided on the food cart and prices will also be mutually agreed upon. However, we prefer to stay with similar items that are currently being offered.
3. All cart sales will be recorded in contractor's banker software.
4. The current spending limit is \$75.00.
5. Contractor will provide freezers & refrigerator(s) – current provider provides two (2) freezers & one (1) small refrigerator. Contractor supplies all necessary products and labor related to food cart services.



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6. The vendor/contractor is responsible for providing microwaves on the cart(s) and microwaving the products – current contractor's cart has two (2) microwaves, which are necessary.
  - Food is heated and given to the inmates while still in the clear plastic wrappers.
  - Currently the number of bagged orders being processed/delivered each week is 200-220.
7. Vending machines are not allowed in the inmate areas.
8. LCDC will provide contractor with secured storage space and electrical power to store all necessary delivery cart(s) and inventory within the facility. (Cart storage is included within total Commissary space as listed above: " 17' x 22' with additional 10' x 12' adjacent room ") .
9. Lea County will reimburse contractor each week for all food cart sales.
10. Contractor will include in its submittal/offer the percentage of net sales that will be returned to Lea County. (Net sales are defined as total sales less any applicable taxes and returns.)
11. Lea County provides wireless access points in every housing unit.
12. Food Court sales and commission report is due to Detention Center's Finance Office *no later than* the 4<sup>th</sup> of each month.

**B. ATTACHED :**

1. Copy of present menus for commissary and food cart.
2. Commissary sales report
3. Current Prices.

**III. GENERAL INFORMATION**

**The following objectives must be met for a contract to result from this process:**

1. To provide LCDC with a computerized inmate accounting system that meets the specifications and addresses the accounting needs of LCDC. The contractor must provide technical support 24 hours a day, 7 days per week.
2. To provide the computer hardware and necessary communication system to operate the inmate accounting system. The hardware shall be supported for periodic maintenance and technical support. Must have a technician on the premises of the facility if the kiosks are down for 7 days.
3. To provide LCDC with an Inmate Banking system capable of supporting 10-14 kiosk stations, at no cost to Lea County.
4. To provide a web-based commissary program to allow general commissary transactions by the public. (Allowing family and friends to deposit money into an inmate's account/books via internet.)
5. To deliver high quality commissary services to the inmates of LCDC. Commissary service shall be provided from a secure on-premises location with no staff or inmate support from LCDC and at no cost to LCDC. Contractor's employee must be solely dedicated to commissary operations.
6. Inmates will order from kiosks which will be installed and furnished by contractor in each pod (10 total within regular housing units). Maximum security inmates order by phone.
7. To maintain an open collaborative relationship with the administration and staff of LCDC as well as any other agencies and departments.
8. To maintain a market price philosophy with regard to the retail selling prices of the commissary items (no price for any item shall be higher than what a local convenience store charges for the same/similar item).

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9. Commissary services must be in-house. No mail-in service will be accepted.
10. To enter into a contract with an experienced contractor who can provide documented experience in the field of inmate accounting systems, computer hardware and support, and inmate commissary services for the detention centers of the size and scope of LCDC at no cost to Lea County.
11. Commissary sales & commission report is due to Detention's Finance Office by 4<sup>th</sup> of each month.

#### **IV. QUALIFICATIONS OF THE CONTRACTOR**

In order for a firm to be considered for award of this contract, they must demonstrate to the satisfaction of Lea County, the capabilities in all aspects, to perform fully, the contract requirements. It is the intent of LCDC to enter into a contract with a contractor who will provide all services described herein.

- A. FURNISH EVIDENCE of the experience and proven capabilities to handle a contract the size and complexity of Lea County, in a single contract for all services, including but not limited to: inmate accounting software, computer hardware and support and commissary service. This evidence shall include:
  1. References from three detention centers of similar size (or larger) where the contractor provides these services.
  2. Documented experience and capabilities of:
    - a. Inmate accounting software
    - b. Computer hardware and communication software, capable of interfacing with LCDC's Facility Management System (currently = New World, but being transitioned to CAPERS, with completion of transition to be approximately December 31, 2014).
- B. FURNISH EVIDENCE of the staffing plan, identifying the background of the responsible staff, job descriptions and written work plan that demonstrates the ability of the contractor to fulfill the requirements of this RFP.

#### **GUIDELINES FOR SUBMITTAL**

Each proposer shall submit one (1) clearly marked and bound original and three (3) bound copies. The "proposal form" must be signed by a person authorized to bind the proposer to the proposal. All proposals MUST be organized exactly as specified in Section "Proposal Submission".

#### **EVALUATION AND SELECTION PROCESS**

All proposals will be reviewed by an evaluation committee assigned by the Lea County Board of Commissioners. Each evaluation criteria has been given a percentage based on its relative value to the scope of work as a whole. The criteria and value is as follows:

	POSSIBLE POINTS
Experience/Qualifications of Contractor	25
Quality of Response	10
Compliance to RFP	35
Quality of software/hardware	20
Financial benefit to Lea County	10
TOTAL POSSIBLE POINTS	100

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The evaluation committee may arrange for discussions with proposers submitting proposals, if required, for the purpose of additional clarification. LCDC reserves the right to conduct appropriate investigations into the background of any proposer under consideration for this contract. The evaluation committee will make a final selection and recommendation to the Lea County Board of Commissioners. After approval, the firm and LCDC will enter into a contract.

#### **SPECIFIC REQUIREMENTS**

The proposer will provide a computerized inmate accounting software that is capable of being audited by Lea County. The software must be approved by LCDC. The proposer must support all aspects of the software, including all contractor supplied equipment. The software must contain a general ledger and allow for a trial balance to be run at any time. The system must contain the ability to set up annual fiscal maintenance.

The system will have the ability to run ledger reports on any account or sub account within the general ledger. This system will allow LCDC to open an account for an inmate at the time of booking and enter into the system the amount of money in their possession at the time of booking. The following fields must be present in the booking process; Account number, Name, DOB, gender, location, ethnic group, height, weight, eye and hair color, AKA (alias).

- There is and will continue to be no kiosk in the booking area.
- Current housing kiosks are wall-mounted units and LCDC prefers to maintain the same. This allows punching the electrical into the unit from behind with no exposed wires or outlets.
- LCDC Maintenance Staff will be available to assist vendor with any required kiosk installations.

In addition, the software must allow for the following transactions to take place, charge receivables such as medical fees, copying fees, postage, etc;

Once the account was open, the software should allow for the following to occur; add funds, draw funds (check, cash or both), close the account and pay the balance by check, close multiple accounts printing out on one check, deduct commissary purchases and other charges in a live time environment, process credits, change inmates location individually or in groups.

The software should assign a permanent ID number for an inmate that will allow for an account to be reopened and allow for the ability for debts to be tracked across multiple incarcerations.

The software should be able to add inmate information to control commissary purchases (such as medical and gender restriction, age restrictions, disciplinary restrictions and indigent status).

The system must provide a complete audit trail for all transactions. It must allow for scheduled and unannounced audits of the inmate accounts by the County to insure the accuracy of the accounts. The system must provide a series of reports (minimum reports will be: cash report, sales report, checkbook report, inmate reports, receivable report, general ledger report and a negative balance report for inmates with debts). The checkbook feature must be able to write a check to a third party, void a check, make corrections, add deposits and must be able to print out a check registry with multiple query options.

Updates for the software must be free to the County for the life of the contract.

The contractor must install the system; provide ongoing support and a toll free 24 hour emergency line to minimize down time. ***Data must be backed up to a secure location.***

The software must interface with the Facility Management system (Spillman).

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**V. SOFTWARE REQUIREMENTS**

The following are the mandatory specifications that will be required of the proposed banking software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the software at the time of proposal submission for the proposal to be considered.

The proposed banking software should provide for an accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum, it must contain all of the features and reporting included in the request for proposal. This includes the following – circle your response to each item & return these two (2) pages with your “Proposal Form” pages:

	<u>Circle Response</u>	
1. General ledger with dual accounting posting	Y	N
2. Date specific reports for all ledger accounts	Y	N
3. Provide for a trial balance to be run at any time	Y	N
4. Fiscal year maintenance with end of month reporting	Y	N
5. Allow for yearend fiscal adjustments to be entered prior to closing the fiscal year	Y	N
6. Checkbook reconciliation with multiple checkbook capabilities, including but not limited to: writing checks, deposits, voids, balancing, etc.	Y	N
7. Inmate receivables module complete with reports section	Y	N
8. Automatic check writer with check writing	Y	N
9. Positive pay module to transmit check information to the bank	Y	N
10. Provide for an automatic checkbook reconciliation module	Y	N
11. Provide for multiple release module to release a group of inmates on the same check with appropriate report	Y	N
12. Commissary inventory module with reports section	Y	N
13. Inmate property module with reports section	Y	N
14. Indigent module which includes the ability to rotate two Indigent packs individually for each inmate based upon monetary and time criteria to be determined by the facility	Y	N
15. Allows for debt to be collected based upon a percentage of incoming funds to be determined by the facility	Y	N
16. Allows for collected funds to be applied to debts either by priority, percentage, or both as defined by the facility	Y	N
17. The system must always be in balance within the general ledger.	Y	N



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18. Provide reports on commissary orders, order rejections, commissary sales, and products offered	Y	N
19. Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions	Y	N
20. Provide account summaries (both individual and facility including transaction history	Y	N
21. Provide for reclamation of checks automatically in the system – (The Wells Fargo checks currently being used are pre-printed.)	Y	N
22. Provide for reports on all checkbook activity by operator defined criteria	Y	N
23. Provide reports based on user definable date time periods	Y	N
24. Provide for inactivity maintenance to include reporting and reclamation of moneys	Y	N
25. Provide for inmate intake and release reporting	Y	N
26. Allow for multiple checkbooks to be set up in the software	Y	N
27. Provide for facility and operator log reports	Y	N
28. Allow for the classification of inmates for the purpose of precluding charges being made on those accounts	Y	N
29. Allow for the assignment of a facility designated permanent number to each inmate	Y	N
30. Allow for reports to be run on both the permanent number and booking number for each inmate	Y	N
31. Allow for the primary “booking” number to be modified when errors occur in inmate identification	Y	N
32. Allow for specific deductions to be assigned to individual accounts with an “automatic” collection per facility designate criteria	Y	N
33. Allow for the generation of a log of intakes and releases for a period of time	Y	N
34. Allow for the input of inmate address and phone contact information of the purposes of generating invoices and receiving for debt after inmate release	Y	N
35. The banking software must allow for inmate releases to be done by check	Y	N
36. Provide a training manual for the staff to use	Y	N

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**AUTOMATED SELF SERVICE OPTIONS**

The contractor must list any self-service options that they have to offer and detail any costs that are associated with this service. The solutions must be funded through the commissary operation.

- A. They must include one (1) self-service lobby device that will handle cash, credit and debit card transactions. LCDC will not be responsible for the handling of cash, credit or debit transactions. The device must be integrated with the contractor's own banking software. Contractor will be responsible for transferring money to bank at no cost to LCDC. Current handling charges:

<b>Standard Handling Charge Structure for Deposit Services</b>				
<b>Gross Amount Deposited</b>	<b>Credit/Debit Deposits via Website</b>	<b>Credit/Debit Deposits via Phone</b>	<b>Credit/Debit Deposits via Lobby Kiosk</b>	<b>Cash Deposits via Lobby Kiosk</b>
<b>\$0.01 - \$19.99</b>	<b>\$3.95</b>	<b>\$4.95</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$20.00 - \$99.99</b>	<b>\$6.95</b>	<b>\$7.95</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$100.00 - \$199.99</b>	<b>\$8.95</b>	<b>\$9.95</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>\$200.00 - \$300.00</b>	<b>\$10.95</b>	<b>\$11.95</b>	<b>\$4.00</b>	<b>\$4.00</b>
<b>Specify range.</b>	<b>Specify amount.</b>	<b>Specify amount.</b>	<b>Specify amount.</b>	<b>Specify amount.</b>

- B. They must include the capability of providing a housing unit kiosk that allows the inmates to access their account history, place commissary orders and file grievances.
- C. The in-house kiosk unit must have the capability to process inmate grievances and the contractor must provide an integrated solution that information related to other hardware peripherals which are available from the contractor. These peripherals should be integrated with the contractor's software.

**PROPOSAL SUBMISSION**

Interested experienced Contractors must submit a written proposal that **exactly** follows the format below, that covers the services and systems specified in this Request for Proposals. Proposals received after JUNE 26, 2018 at 3:00 p.m. (local time) will not be considered.

**Proposals must include the following:**

1. Letter of Transmittal

This is to be a brief letter to the Lea County Board of Commissioners which provides the following information:

  - a. Name and address of the vendor.
  - b. Names, title and telephone number of the contact person for the vendor.
  - c. A statement that the proposal is in response to this RFP.
  - d. The signature, typed name, and title of an individual who is authorized to commit the Contractor to this proposal. The contents of the successful proposal may become a contractual obligation if a contract ensues.

**SPECIFICATIONS AND CONTRACTUAL TERMS**  
**LEA COUNTY, NEW MEXICO**

**INMATE COMMISSARY SERVICES & FOOD CART SERVICES**  
**LEA COUNTY DETENTION CENTER**  
**PROPOSAL #01-(18-19)**  
**DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)**

2. Executive Summary

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide the Evaluation Committee with a broad understanding of the Contractor's capacity to fulfill all requirements of the Specifications and the technical approach to be taken and the ability of the Contractor to comply with the Terms and Conditions.

**Included in this Executive Summary will be the following items, separated by tabs:**

- I. COMMISSARY SERVICES
- II. FOOD CART SERVICES
- III. GENERAL INFORMATION – Please indicate that you agree with this.
- IV. QUALIFICATIONS OF THE CONTRACTOR
- V. SOFTWARE REQUIREMENTS: Answers to the Y/N items on Pages 11 and 12 of 19.

3. Documented Experience In the Following Areas

The Contract must provide evidence and a description of the background and experience in the various components of the RFP.

- a. Providing an inmate banking system designed, written and supported by the Contractor, that fulfills the requirements of the software as described in the RFP Specifications.
  - b. Provide evidence of the financial capabilities and technical expertise to provide and support the PC network of work stations as described in the RFP Specifications.
  - c. Provide evidence of the Contractor's ability to operate a commissary service as described in the RFP Specifications.
4. A contract will be negotiated after award. Attached is Lea County's contract template. If your company has a standard contract, please provide a copy.

End of Specifications.

Terms and Conditions incorporated herein by reference.

INMATE COMMISSARY & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M

15 of 19



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

INMATE COMMISSARY SERVICES & FOOD CART SERVICES  
LEA COUNTY DETENTION CENTER  
PROPOSAL #01-(18-19)  
DUE DATE: JUNE 26, 2018 - 3:00 P.M. (MST)

Please state each and every option, exception, or variation to the specifications (if any) for the services offered. **Please sign one of the options below and return with your offer.** (Use additional pages if necessary.)

1) THERE ARE OPTIONS, EXCEPTIONS OR VARIATIONS. \_\_\_\_\_  
Signature

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.

\_\_\_\_\_  
Signature

## 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.

# REQUIRED -- CAMPAIGN CONTRIBUTION DISCLOSURE FORM

**Board of County Commissioners:** Ron Black, Rebecca Long, Dean Jackson, Jonathan Sena, Don Jones

**Assessor** Sharla Kennedy;  
**Clerk Keith** Manes;  
**Treasurer** Susan Marinovich;  
**Probate Judge** Sandra Goad

## 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)\_\_\_\_\_

## BID 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 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 \$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 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 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 valid New Mexico Resident Business or New Mexico Resident Business Certificate number must be provided in order to receive preference.**



### **Related Party Disclosure Form**

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Lea and have you had any of the following transactions since January 1, 2008, to which Lea County was, is to be, a party?

Yes No

Sales, Purchase or leasing of property ?

\_\_\_\_\_

\_\_\_\_\_

Receiving, furnishing of goods, services  
or facilities?

\_\_\_\_\_

\_\_\_\_\_

Commissions or royalty payments

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

4. At any time from January 2008 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Lea?

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_

**The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.**

**Signature of Owner or Company President:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Print Name and Title):** \_\_\_\_\_

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

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

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

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

---

Signature of Authorized Representative

Date

---

Typed Name & Title of Authorized Representative

---

## NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_)

County OF \_\_\_\_\_)

\_\_\_\_\_ (name) being first duly sworn, deposes and says

that he/she is (title) \_\_\_\_\_

of (organization) \_\_\_\_\_

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: \_\_\_\_\_

Title \_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## Commissary Prices Effective 4/25

Item #	Description	Price
1	CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.44
2	CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.44
20	CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.61
40	SOFTTEE_HAIR FOOD_W/VIT E_5 OZ_12/CS_CLEAR JAR	\$ 4.23
45	SOFTTEE_HAIR DRESS_AFRICAN CROWN_5 OZ_12/CS_CLEAR JAR	\$ 4.23
48	SOFTTEE_CONDITIONER_COCONUT OIL_5 OZ_12/CS_CLEAR JAR	\$ 4.23
50	SOFTTEE_HAIR DRESS_BERGAMOT_5 OZ_12/CS_CLEAR JAR_BLUE	\$ 4.23
65	SOFTTEE_CURL ACTIVATOR_REGULAR_8 OZ_12/CS_CLEAR JAR	\$ 3.75
102	POWER UP_ANTIPERSPIRANT DEODORANT_FORCE_2.5 OZ_24/CS_CLEAR STICK	\$ 3.48
106	POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2 OZ_24/CS_CLEAR STICK	\$ 3.37
107	POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	\$ 3.05
116	SUAVE_ANTIPERSPIRANT DEODORANT_POWDER_1.4 OZ_12/CS	\$ 2.95
210	CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.12
212	INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS	\$ 2.68
214	INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS	\$ 2.68
273	CHAPET_LIP BALM_REGULAR FLAVOR_16 OZ_12/CS_BLISTER CARD	\$ 1.36
355	ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS	\$ 4.23
357	ELEMENTZ_SHAMPOO_DAILY_15 OZ_12/CS	\$ 4.23
361	ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ_12/CS	\$ 3.78
362	ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12/CS	\$ 4.39
370	PROPRINAL_GENERIC ADVIL_200 MG_2 PK_400/CS	\$ 0.54
397	NEXT 1_SOAP_COCOA BUTTER BAR_5 OZ_80/CS_CLEAR PLASTIC	\$ 1.50
424	NEXT 1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLASTIC_WHITE	\$ 1.50
426	NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ_80/CS_CLEAR PLASTIC	\$ 1.50
455	HART_ASPIRIN_2 PK_125/CS	\$ 0.27
500	PERCARA_MOUTHWASH_ORAL HEALTH RINSE_8 OZ_24/CS_PLASTIC BOTTLE	\$ 1.77
519	COLGATE_TOOTHPASTE_TARTAR CONTROL WHITENING_2.5 OZ_24/CS	\$ 2.30
530	COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ_48/CS_CLEAR TUBE_GREEN CLEAR	\$ 2.25
562	GEN_TOOTHBRUSH_SHORT HANDLE_4 IN_1440/CS_WHITE	\$ 0.63
572	MOORE MEDICAL_COLD TABLET_COLD COUGH FLU_2 PK_250PK/CS_BOX	\$ 0.54
595	EFFERGRIP_DENTURE ADHESIVE_2.5 OZ_12/CS_BOX	\$ 4.95
614	MOORE MEDICAL_ACETAMINOPHEN_NON ASPIRIN REGULAR 325MG_2 PK_250/CS	\$ 0.27
642	ROLAIDS_ANTACID_REGULAR STRENGTH_3 ROLL 12 TABLETS/ROLL_3/PK 12PK/CS_ROLL	\$ 1.59
674	HALLS_COUGH DROPS_CHERRY_9 CT ROLL_20EA/BX 2BX/CS_WRAPPED STICK	\$ 2.14
720	HERITAGE_ANTIFUNGAL POWDER_MED TOLNAFTATE 1%_3 OZ_24/CS	\$ 3.84
800	NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	\$ 0.37
821	GEN_BRUSH_PALM_120/BX 10BX/CS_BLACK	\$ 2.14
855	J & D_PONY OH_TERRY CLOTH_144/CS_BULK_BLACK	\$ 0.27
1001	POSTAGE_STAMPED ENV_LARGE_500/CS	\$ 0.74
1015	UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROWN	\$ 0.35
1049	POSTAGE_STAMP_FIRST CLASS_10/CS	\$ 0.54
1061	TOPS_PAPER RULED PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_YELLOW	\$ 1.61
1070	TOPS_PAPER_SKETCH PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_WHITE	\$ 1.61
1080	ROSE ART_COLORED PENCILS_24 CT_3.5 IN_6PK/CS	\$ 3.16
1101	GALLANT_BIRTHDAY CARD_JUVENILE_6/CS	\$ 1.87
1103	GALLANT_BIRTHDAY CARD_PAPER_6/CS	\$ 1.87
1120	GALLANT_THANK YOU CARD_6/CS	\$ 1.87
1303	BICYCLE_PLAYING CARDS_POKER U S_12/CS	\$ 3.31
1308	GEN_BOOK_WORD FIND_72/CS_BOX	\$ 2.24
1415	T/R CHURCHILL CONTAINER_TUMBLER_W/LID_22 OZ_350/CS	\$ 0.80
1432	GEN_WASHCLOTH_12 IN X 12 IN_EA BEIGE	\$ 1.55
1450	CRAWFORD_FLIP FLOP_CROSS STRAP_SMALL_72/CS	\$ 2.49
1451	CRAWFORD_FLIP FLOP_CROSS STRAP_MEDIUM_72/CS	\$ 2.49
1452	CRAWFORD_FLIP FLOP_CROSS STRAP_LARGE_72/CS	\$ 2.49
1505	ANDREW SCOTT_SHIRT_CREWNECK_MEDIUM_EA WHITE MENS	\$ 5.08
1506	ANDREW SCOTT_SHIRT_CREWNECK_LARGE_EA WHITE MENS	\$ 5.08
1507	ANDREW SCOTT_SHIRT_CREWNECK_XL_EA WHITE MENS	\$ 5.08
1508	ANDREW SCOTT_SHIRT_CREWNECK_2XL_EA WHITE MENS	\$ 9.36
1509	ANDREW SCOTT_SHIRT_CREWNECK_3XL_EA WHITE MENS	\$ 10.17
1530	ANDREW SCOTT_BOXER_MEDIUM_EA WHITE MENS	\$ 3.48
1531	ANDREW SCOTT_BOXER_LARGE_EA WHITE MENS	\$ 3.48
1532	ANDREW SCOTT_BOXER_XL_EA WHITE MENS	\$ 3.48
1533	ANDREW SCOTT_BOXER_2XL_EA WHITE	\$ 3.75



Commissary Prices Effective 4/25

1534	ANDREW SCOTT_BOXER_3XL_EA_WHITE_MENS	\$ 3.75
1540	SOFT TOUCH SOCKS_TUBE #350_EA_WHITE	\$ 1.87
1552	INDERA MILLS_SHIRT_THERMAL_LARGE_BULK PKED NATURAL	\$ 8.71
1553	INDERA MILLS_SHIRT_THERMAL_XL_BULK PKED NATURAL	\$ 8.71
1554	INDERA MILLS_SHIRT_THERMAL_2XL_BULK PKED NATURAL	\$ 8.71
1555	INDERA MILLS_SHIRT_THERMAL_3XL_BULK PKED NATURAL	\$ 9.95
1562	INDERA MILLS_DRAWERS_THERMAL_LARGE_BULK PKED NATURAL	\$ 8.21
1563	INDERA MILLS_DRAWERS_THERMAL_XL_BULK PKED NATURAL	\$ 8.21
1564	INDERA MILLS_DRAWERS_THERMAL_2XL_BULK PKED NATURAL	\$ 8.21
1565	INDERA MILLS_DRAWERS_THERMAL_3XL_BULK PKED NATURAL	\$ 10.81
1625	MANHATTAN HOSIERY_SPORTS BRA_SMALL SZ 32_EA_WHITE WOMENS	\$ 9.95
1626	MANHATTAN HOSIERY_SPORTS BRA_MEDIUM SZ 34_EA_WHITE WOMENS	\$ 9.95
1627	MANHATTAN HOSIERY_SPORTS BRA_LARGE SZ 36_EA_WHITE WOMENS	\$ 9.95
1628	MANHATTAN HOSIERY_SPORTS BRA_XL SZ 38_EA_WHITE WOMENS	\$ 9.95
1650	HANES BRIEF_SZ 6_3 PK WHITE WOMENS	\$ 2.30
1651	HANES BRIEF_SZ 8_3 PK WHITE WOMENS	\$ 2.30
1652	HANES BRIEF_SZ 10_3 PK WHITE WOMENS	\$ 2.30
1653	HANES BRIEF_SZ 11_3 PK WHITE WOMENS	\$ 2.30
1751	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 7_1/EA_WHITE_MENS	\$ 32.10
1753	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 8_1/EA_WHITE_MENS	\$ 32.10
1759	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 11_1/EA_WHITE_MENS	\$ 32.10
1761	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 13_1/EA_WHITE_MENS	\$ 32.10
1853	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 9_1/EA_WHITE_MENS	\$ 32.10
1854	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 10_1/EA_WHITE_MENS	\$ 32.10
1856	RAWLINGS_TENNIS SHOE_MARC II VELCRO_SZ 12_1/EA_WHITE_MENS	\$ 32.10
2005	NESCAFE TASTERS CHOICE_COFFEE_RANDOM STICK_1.5 G_1000/CS_STICK PK	\$ 0.54
2014	KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCINO_81 OZ_300/CS_1 SRV PK	\$ 0.70
2015	KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE	\$ 6.73
2067	NESTLE_COCOA MIX_RICH_71 OZ_50/BX 6BX/CS_BOX	\$ 0.59
2073	BAY VALLEY STURM_COCOA_NO SUGER ADDED CHOC_55 OZ_8/BX 12BX/CS_BOX	\$ 0.70
2079	SUGAR TWIN 2_SUGAR SUBSTITUTE_REGULAR BLUE_100/BX 12BX/CS_PAPER PKT	\$ 5.30
2081	GEN_SUGAR_1 SRV_2000/CS_PAPER PKT	\$ 0.09
2082	KEEFE_CREAMER_NON DAIRY_105 OZ_1000/CS_PKT	\$ 0.11
2105	COOL OFF_DRINK MIX_TEA_BULK_1000/CS	\$ 0.48
2110	COOL OFF_DRINK MIX_FRUIT PUNCH_BULK_1000/CS	\$ 0.48
2115	COOL OFF_DRINK MIX_BLACK CHERRY_BULK_1000/CS	\$ 0.48
2120	COOL OFF_DRINK MIX_LEMONADE_BULK_1000/CS	\$ 0.48
2200	SWEET FUSIONS_DRINK MIX_ORANGE SS_5 OZ_500/CS	\$ 0.48
2210	SWEET FUSIONS_DRINK MIX_FRUIT PUNCH SS_5 OZ_500/CS	\$ 0.48
2220	SWEET FUSIONS_DRINK MIX_LEMONADE SS_5 OZ_500/CS	\$ 0.48
2595	HOSTESS_DONETTES_CHOC 3 OZ_60/CS	\$ 1.50
2615	BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_1.625 OZ_100/CS	\$ 1.48
2616	T/R JACK LINKS_BEEF & CHEESE STICK_1.2 OZ_100/CS	\$ 1.87
2623	BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_3 OZ_96/CS	\$ 2.30
2669	VELVEETA_REFRIED BEANS_SPICY CHEESY_4 OZ_24/CS_POUCH CLEAR WINDOW	\$ 2.14
2737	FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.61
3004	MARKET SQUARE_COOKIES_PEAUT BUTTER CREMES_6 OZ_24/CS_PLASTIC BAG	\$ 1.53
3010	MARKET SQUARE_SOFT COOKIES_CHOC CHIP_2.75 OZ_60/CS_PLASTIC OVERWRAP	\$ 1.61
3020	OREO_COOKIES_2.4 OZ_120/CS_BAG	\$ 1.61
3030	MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ_24/CS_PLASTIC BAG	\$ 1.53
3031	MARKET SQUARE_COOKIES_ORANGE PINEAPPLE CREMES_6 OZ_24/CS	\$ 1.53
3035	MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR PLASTIC BAG	\$ 1.61
3045	MARKET SQUARE_COOKIES_DUPLEX CREMES_6 OZ_24/CS_PLASTIC BAG	\$ 1.53
3115	CHEEZ IT_CRACKERS_1.5 OZ_60/CS	\$ 1.07
3139	VISTA_CRACKERS_SALTINE BULK_25 LB_36/CS_PLASTIC	\$ 1.07
3193	KELLOGGS_POP TARTS_STRAWBERRY_2PK 12BX/CS 72EA/CS	\$ 1.17
3205	CHATTANOOGA_MOON PIE_CHOC DBL DECKER_2.75 OZ_9EA/BX_54EA/CS_PLASTIC OVERWRAP	\$ 1.12
3218	MRS FRESHLEY'S_BROWNIE_FUDGE_3.25 OZ_12/PK 4PK/CS_PLASTIC OVERWRAP	\$ 1.55
3219	AUSTIN_SANDWICH CRACKERS_CHEESE ON CHEESE_8/BX 12BX/CS_PLASTIC WRAPPED W/BOX	\$ 0.86
3222	AUSTIN_SANDWICH CRACKERS_TOASTED PB_8/BX 12BX/CS_PLASTIC WRAPPED W/BOX	\$ 0.86
3230	MARKET SQUARE_PEAUT BUTTER WAFER_2PK_12 OZ_6/BX 24BX/CS_PAPER BOX	\$ 0.80
3231	MARKET SQUARE_SNACK CAKE_OATMEAL & CREME_16 OZ_12/BX 24BX/CS_PAPER BOX	\$ 0.54
3236	MARKET SQUARE_CAKE_SWISS ROLL_12 OZ_6/BX 24BX/CS_PAPER BOX	\$ 0.80
3245	MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAPER BOX	\$ 0.80

Commissary Prices Effective 4/25

3270	MARKET SQUARE_CUPCAKES_CHOC CREME_4 OZ_36/CS_PLASTIC OVERWRAP	\$ 1.77
3274	MARKET SQUARE_MONSTER HONEY BUN_ICED_6 OZ_36/CS_CLEAR PLASTIC WRAP	\$ 1.43
3619	GOLF PENCIL ERASER_KIT_KIT_1/KT	\$ 0.54
4001	MARS_M&M_Peanut_1.74 OZ_48/BX 8BX/CS_WRAPPED	\$ 1.49
4005	NESTLE BUTTERFINGER_CANDY BAR_SINGLES_1.9 OZ_36EA/BX, 288EA/CS	\$ 1.49
4013	MARS_MILKY WAY_1.84 OZ_360/CS 36/BX 10BX/CS	\$ 1.49
4019	ATKINSON_CANDY_CHICK O STICK_7 OZ_200/CS_WRAPPED CLEAR	\$ 0.54
4037	HERSHEY_CANDY BAR_CHOC ALMOND_1.45 OZ_36/BX 9BX/CS_WRAPPED FOIL	\$ 1.49
4043	MARS_SNICKERS_ALMOND_1.76 OZ_24/BX 12BX/CS_WRAPPED	\$ 1.49
4056	SQUEEZUM_Peanut BUTTER_SQUEEZE_2 OZ_200/CS_POUCH	\$ 1.61
4100	SATHERS_CANDY_BUTTERSCOTCH DISCS_4.25 OZ_60/CS_BAG	\$ 1.61
4115	SATHERS_CANDY_RED LICORICE BITES_4 OZ_48/CS_PRINTED BAG	\$ 1.61
4120	DISC SEE 80006098_GEN_CANDY_ROOT BEER BARRELS_4.25 OZ_48/CS_PRINTED BAG	\$ 1.28
4121	T/R SEE 80006097_SATHERS_CANDY_JELLY BEANS_4.25 OZ_60/CS_PRINTED BAG	\$ 1.61
4130	HERSHEY BREATHSAVERS_CANDY_SF PEPPERMINT_.75 OZ_24/PK 15PK/CS_WRAPPED FOIL	\$ 1.61
4135	HERSHEY JOLLY RANCHER_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED	\$ 1.61
4146	ATOMIC FIREBALL_CANDY_3 OZ_60/CS_BAG	\$ 1.61
4150	SATHERS_CANDY_SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINTED BAG	\$ 1.61
4155	SATHERS_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED BAG	\$ 1.82
4314	KELLOGGS_POP TARTS_BLUEBERRY_2PK 12BX/CS 72EA/CS	\$ 1.17
6013	MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6018	MARUCHAN_RAMEN_TX BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6026	MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6046	MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6048	MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6052	MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ_24/CS_PILLOW PK CLEAR	\$ 0.70
6053	MARUCHAN_RAMEN_CAJUN SHRIMP_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 0.70
6079	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_1.5 OZ_72/CS_BAG FOIL	\$ 1.02
6103	CACTUS ANNIES_TORTILLA CHIPS_SCORCHIN HABANERO_1.5 OZ_72/CS_BAG CLEAR WINDOW	\$ 1.28
6105	MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL	\$ 1.02
6127	CACTUS ANNIES_PORK RINDS_HOT & SPICY_2 OZ_24/CS 36/CS_CLEAR	\$ 2.55
6134	MOON LODGE_POPCORN_CARAMEL_3.53 OZ_60/CS_BAG CLEAR WINDOW	\$ 1.87
6154	DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.38
6159	CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.38
6167	CHEETOS_CHEESE CRUNCHY_2 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.38
6174	BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH	\$ 3.80
6178	FRESH CATCH_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS_POUCH	\$ 2.00
6179	FRESH CATCH_SARDINES_SOYBEAN OIL_3.53 OZ_24/CS_POUCH	\$ 2.19
6190	FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL_3.53 OZ_24/CS_POUCH	\$ 2.19
6195	BRUSHY CREEK_PREMIUM CHICKEN BREAST_DICED_4.5 OZ_24/CS_POUCH	\$ 4.76
6213	KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	\$ 1.71
6214	KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3.25 OZ_60/CS	\$ 1.50
6263	SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS_POUCH CLEAR	\$ 0.70
6264	SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS_POUCH CLEAR	\$ 1.07
6268	SQUEEZUM_HOT SAUCE_7 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR	\$ 1.07
6297	JACK LINKS_BEEF JERKY_PEPPERED_9 OZ_48/CS_POUCH CLEAR WINDOW	\$ 2.68
6300	O'BRIENS_BEEF STICK_HICKORY SMOKED_1.125 OZ_100/CS_TWIN PK	\$ 1.34
6400	QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS	\$ 1.07
6412	SQUEEZUM_JELLY_GRAPE_1 OZ_200/CS_POUCH CLEAR	\$ 0.70
6428	CACTUS ANNIES_CHEESE_CHEDDAR_2 OZ_180/CS_POUCH CLEAR	\$ 2.12
6429	CACTUS ANNIES_CHEESE_JALAPENO_2 OZ_180/CS_POUCH CLEAR	\$ 2.12
6500	VAN HOLTEN_PICKLE_HOT PICKLE_9.6 OZ_12/CS_POUCH CLEAR	\$ 1.61
6501	GEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR	\$ 1.61
6507	TX TITOS_JALAPENO PEPPERS_SS SLICED_7 OZ_300/CS_BAG	\$ 0.91
6508	TOKYO DINER_SOY SAUCE_6 OZ_24/CS_PLASTIC BOTTLE	\$ 2.09
6540	GOLDEN VALLEY_STRAWBERRY BAR_LOW FAT_1.3 OZ_90/CS_PLASTIC OVERWRAP	\$ 0.64
6606	MOON LODGE_Peanuts_ROASTED & SALTED_1.75 OZ_60/CS_BAG CLEAR WINDOW	\$ 1.07
6607	MOON LODGE_Peanuts_HOT HOT HOT_1.75 OZ_60/CS_BAG CLEAR WINDOW	\$ 1.07
6700	SEVILLA_REFRIED BEANS_REGULAR_8 OZ_18/CS_POUCH CLEAR RESEALABLE	\$ 2.73
6826	FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ_48/CS_POUCH	\$ 4.52

# Chuckwagon \$25 Limit

Item #	Product	Quantity	Cost
2418	Vanilla Sandwich		\$1.29
2315	Icecream Cones		\$1.59
2419	Snicker Icecream		\$2.99
3672	Big AZ Cheeseburger		\$5.39
6201	Extra Butter Popcorn		\$1.15
2010	4oz Keefe Coffee		\$5.29
6080	Whole Shabang 6oz		\$3.49
6108	Moon Lodge Pretzels 110z		\$2.95
6607	Hot Peanuts 1.75 oz		\$1.00
3741	Chimichanga Shredded steak		\$1.99
3693	Beef & Bean Burrito		\$1.99

Name:

Inmate# :

Pod:

COMMISSARY REPORT JUNE 2017 / JULY 2018

CHUCKWAGON

CARE PACK

SALES PERIOD	NET SALES	NON COMM SALES	COMM SALES	INDIGENT SALES/OTHER	COMM RATE	TOTAL COMM	LESS INDIGENT SALES/OTHER	COMM/ REVENUE	NET SALES	COMM RATE	CHUCKWAGON COMM	NET SALES	COMM RATE	CARE PACK	TOTAL REVENUE
6/30/17 - 7/6/17	4,927.66	78.39	4,849.27	468.35					826.27						
7/7/17 - 7/13/17	3,992.89	56.28	3,936.61	464.30					526.88						
7/14/17 - 7/20/17	4,465.19	74.37	4,390.82	472.22					557.42						
7/21/17 - 7/27/17	4,222.58	84.42	4,138.16	464.30					492.10						
7/27/17 - 8/3/17	3,669.48	75.04	3,594.44	474.14					468.26						
JULY TOTAL SALES	21,277.80	368.50	20,909.30	2,343.31	22.00%	4,600.05	2,343.31	2,256.74	2,870.93	16.50%	473.70	1,093.00	10.00%	109.30	2,839.74
YTD TOTAL	21,277.80	368.50	20,909.30	2,343.31	22.00%	4,600.05	2,343.31	2,256.74	2,870.93	16.50%	473.70	1,093.00	10.00%	109.30	2,839.74
8/4/17 - 8/10/17	9,643.34	63.65	9,579.69	355.79											
8/11/17 - 8/17/17	9,263.04	89.11	9,173.93	346.86											
8/18/17 - 8/24/17	5,008.64	89.11	4,919.53	379.79											
8/25/17 - 8/31/17	5,155.84	39.39	4,770.45	0.00					197.85						
AUGUST TOTAL SALES	29,070.86	281.26	28,443.60	1,082.44	22.00%	6,257.59	1,082.44	5,175.15	197.85	17.00%	472.82	0.00	10.00%	0.00	5,647.97
YTD TOTAL	50,348.66	649.76	49,352.90	3,425.75	22.00%	10,857.64	3,425.75	7,431.89	3,068.78	16.50%	946.52	1,093.00	10.00%	109.30	8,487.71
9/1/17 - 9/7/17	2,890.05	67.51	2,822.54	167.31					619.06						
9/8/17 - 9/14/17	11,096.64	138.12	10,958.52	154.67					731.49						
9/15/17 - 9/21/17	4,993.43	56.74	4,936.69	143.65					926.48						
9/22/17 - 9/28/17	5,386.57	66.40	5,320.17	164.81					197.93			448.00			
SEPTEMBER TOTAL SALES	24,366.69	328.77	24,037.92	630.44	22.00%	5,288.34	630.44	4,657.90	2,474.96	17.00%	420.74	448.00	10.00%	44.80	5,123.45
YTD TOTAL	74,715.35	978.53	73,390.82	4,056.19	22.00%	16,145.98	4,056.19	12,089.79	5,543.74	17.00%	1,367.27	1,541.00	10.00%	154.10	13,611.16
9/29/17 - 10/5/17	6,080.79	82.96	5,997.83	302.58					1,024.99						
10/6/17 - 10/12/17	6,077.07	71.43	6,005.64	309.60					941.66						
10/13/17 - 10/19/17	5,438.08	58.02	5,380.06	919.54					738.20						
10/20/17 - 10/26/17	5,346.09	77.44	5,268.65	309.60					1,147.72						
10/27/17 - 11/2/17	4,508.11	62.86	4,445.25	997.03					882.11			844.00			
OCTOBER TOTAL SALES	27,450.14	352.71	27,097.63	2,838.35	22.00%	5,961.48	2,838.35	3,123.13	4,734.68	17.00%	804.90	844.00	10.00%	84.40	4,012.42
YTD TOTAL	102,165.49	1,331.24	100,488.45	6,894.54	22.00%	22,107.46	6,894.54	15,212.92	10,278.42	17.00%	2,172.16	2,385.00	10.00%	238.50	17,623.58
11/3/17 - 11/9/17	4,749.02	81.33	4,667.69	298.89					747.69						
11/10/17 - 11/16/17	3,850.57	89.19	3,761.38	361.26					853.36						
11/17/17 - 11/23/17	4,355.68	74.39	4,281.29	298.89					1,092.24						
11/24/17 - 11/30/17	4,832.99	80.54	4,752.45	14.40					177.87						
NOVEMBER TOTAL SALES	17,788.26	325.45	17,462.81	973.44	22.00%	3,841.82	973.44	2,868.38	2,871.16	17.00%	488.10	552.00	10.00%	55.20	3,411.68
YTD TOTAL	119,953.75	1,656.69	117,951.26	7,867.98	22.00%	3,841.82	7,867.98	18,081.30	13,149.58	17.00%	2,660.26	2,937.00	10.00%	293.70	21,035.26
12/1/17 - 12/7/17	4,329.22	46.24	3,993.50	410.70					1,232.34						
12/8/17 - 12/14/17	4,279.79	51.30	3,942.63	410.70					184.03						
12/15/17 - 12/21/17	4,434.55	41.89	4,095.65	410.70					986.79						
12/22/17 - 12/28/17	5,737.74	86.77	5,268.87	410.68					464.99						
DECEMBER TOTAL SALES	18,781.30	226.20	17,300.65	1,642.78	22.00%	3,806.14	1,642.78	2,163.36	2,868.15	17.00%	487.59	982.00	10.00%	98.20	2,749.15
YTD TOTAL	138,735.05	1,882.89	135,251.91	9,510.76	22.00%	7,647.96	9,510.76	20,244.66	16,017.73	17.00%	3,147.84	3,919.00	10.00%	391.90	23,784.41



**CARE PACK**[illegible]

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:** \_\_\_\_\_

**Services Summary Description:** \_\_\_\_\_

**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 # \_\_\_\_\_, ☐ 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:
Department:	ATTN:
ATTN:	Title:
Street: 100 N. Main, Ste 4	Street:
City, State, Zip: Lovington, NM 88260	City, State, Zip:
Phone:	Phone:
Fax:	Fax:
Cell:	Cell:
Email:	Email:

**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



# Approval of the LEA COUNTY PROCUREMENT POLICY



## Lea County Procurement Policy



Lea County Board of Commissioners

Effective September 2, 2021

09/02/2021



# LEA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY FORM

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sslout@leacounty.net](mailto:sslout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/25/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Chip Low - Finance Director
<b>SUBJECT:</b> Lea County Procurement Policy	<b>ATTACHMENT(S):</b> 1. Lea County Procurement Policy 2. Resolution
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1 Resolution	<b>ACTION REQUESTED:</b> Action Item
<b>BUDGET LINE ITEM NUMBER:</b> N/A	<b>FISCAL BUDGET YEAR:</b> FY22

**STRATEGIC PLAN** Implementation of 5 Year Strategic Plan:  
The information in the financial report meets the goals in Section 3.1 accountability which is "Lea County responsible for the public tax dollars in a fiscally conservative and transparent manner." Performance measures met include 3.1.4

**SUMMARY:**  
Lea County is required by State Law to designate a central purchasing office and report the Chief Procurement Officer to the state purchasing agent (Section 13-1-97 NMSA 2013). The County is also required to follow the New Mexico Procurement Code (Section 13-1-1 through Section 13-1-199 NMSA 2013) for the procurement of items of tangible personal property, services and construction. The County has written a Procurement Policy to establish policies and procedures for County Elected Officials and staff to follow in the procurement process. The Lea County Procurement Policy is written to comply with State Law and sets forth the procurement methods allowed by the County.

<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
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<b>SUBMITTER'S RECOMMENDATION(S):</b> Recommend approval	<b>Submitter's Signature</b> Department Director, Etc. Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.08.25 10:40:15 -05'00'</small>
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<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The procurement policy sets forth the policies and procedures to be used by County Elected Officials and staff in the procurement of tangible personal property, services and construction.	<b>Reviewed by Finance Director</b> Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.08.25 10:40:35 -05'00'</small>
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<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>
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<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 
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<b>Item No.</b> 0206		
<b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. <u>21-SEP-190R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-190R

**A RESOLUTION APPROVING THE LEA COUNTY PROCUREMENT POLICY**

**WHEREAS**, the Lea County Board of County Commissioners, as governing body of Lea County, is responsible for the procurement of goods and services for Lea County; *and*

**WHEREAS**, Section 13-1-97 NMSA 1978 requires the Board of County Commissioners to designate a central purchasing office that shall perform all procurement for the County; *and*

**WHEREAS**, except as otherwise provided in the State Procurement Code, that code shall apply to every expenditure by the County for the procurement of items of tangible personal property, services, and construction; *and*

**WHEREAS**, the County has developed a Lea County Procurement Policy that establishes a central purchasing office and provides procedures for County procurement in accordance with state law.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the attached Lea County Procurement Policy is hereby adopted.

**PASSED, APPROVED AND ADOPTED** on this 2nd day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

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

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

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

---

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

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

**ATTEST:** Keith Manes  
Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney



# Lea County Procurement Policy



**Lea County Board of Commissioners**

**Effective September 2, 2021**

09/02/2021

# Lea County Procurement Policy

## 1 Applicability of the Procurement Policy

### 1.1 User Applicability

- 1.1.1 This Procurement Policy (hereinafter “Policy”) and its procedures apply to elected officials, all departments, agencies, personnel, individuals, or other users authorized to make purchases from public funds budgeted and administered by, or otherwise under the supervision of the Lea County Board of Commissioners. The procurement function shall be conducted in a manner above reproach, with complete impartiality and without preferential treatment. Users shall avoid any conflicts of interest. No user may solicit or accept, directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of value from any offeror.
- 1.1.2 As used in this Policy, the term “department” includes anyone described in the first sentence of section 1.1.1.

### 1.2 Administration

- 1.2.1 The responsibility for administration of the provisions of this Policy shall be under the County Manager. The County Manager shall have the responsibility and authority to ensure that all provisions of law and this Policy are followed and shall be authorized to issue any supplement consistent with this Policy deemed necessary to administer, manage, interpret, or clarify this Policy. Supplements shall be approved by the Board of Commissioners and copies of all supplements shall be numbered, attached to, and made a part of this Policy.
- 1.2.2 The Chief Procurement Officer (CPO) or designees shall be responsible for having the knowledge to ensure that all provisions of this Policy and all other purchasing concerns and activities of Lea County are appropriate and consistent with the most current, generally accepted purchasing techniques, this Policy and all provisions of law. Designees of the CPO must also be certified Chief Procurement Officers.
- 1.2.3 In the absence of the County Manager, the Chief Procurement Officer (CPO), or designee, will be responsible for the administration of provisions as set forth throughout this Policy. In the absence of the CPO, the County Manager, or designee, shall designate a new CPO in accordance with section 1.4.1.

### 1.3 Finance Department

- 1.3.1 The Finance Department is the general term for the individuals or offices designated by the County Manager to fulfill the responsibility and functions of this Policy. The term Finance Department, which, for these regulations, includes the Finance Director, CPO, Buyer, Accounts Payable, and related staff, is used to describe the office and/or personnel directly responsible for establishing accountability and procedures in relation to the purchasing function. The Finance Department is considered the Central Purchasing Office. The Finance Director may also serve as the Chief Procurement Officer (CPO).

### 1.4 Chief Procurement Officer

- 1.4.1 The Finance Department shall have on staff at least one certified Chief Procurement Officer (CPO) that meets the specifications listed in 13-1-95.2 NMSA 1978. It is the responsibility of the County Manager to provide the state purchasing agent with the name of the County’s designated CPO. In the absence of the designated CPO, the County Manager will designate a new CPO and report the change of status to the state purchasing agent.

# Lea County Procurement Policy

1.4.2 The CPO shall be responsible for the control of procurement of items of tangible personal property, services or construction.

1.4.3 For the purposes of this Policy, the CPO and the purchasing officer refer to the same position.

## **1.5 User Authority and Responsibility**

1.5.1 Only individuals authorized by the County Department Directors, with the approval of the CPO or designee, shall be permitted to make purchases consistent with the provisions of this Policy. All authorized users shall receive and sign for a copy of this Policy, and shall thereby be responsible for the knowledge and appropriate compliance and use of the provisions of this Policy.

1.5.2 Authorized users may contact vendors to obtain technical information, prices, and delivery information for planning purposes. Purchasing personnel may review the technical information, confirm prices are reasonable and ensure the availability of County funds. All quotes documented or received by users shall be attached to the purchase order or uploaded to the purchase card portal. Purchases may require the use of a purchase order in accordance with Section 2.9.1, Purchase Orders.

## **1.6 Definition of a Purchase**

1.6.1 For the purpose of this Policy, a purchase is the commitment, obligation, and/or expenditure of County supervised funds to obtain goods or services.

## **1.7 Unauthorized or Questionable Purchases**

1.7.1 Any purchase which is not legally and appropriately approved within the County budget or by other Board of Commissioners action, or State Procurement Code, and the provisions of this Policy, shall be considered an unauthorized purchase and thereby not subject to payment by the County. The County hereby declares and establishes that it will assume no responsibility for payment of unauthorized purchases. Any individual initiating or otherwise executing any unauthorized purchase is solely responsible for payment.

1.7.2 Over-expenditure of a line item constitutes an unauthorized purchase until the Board of Commissioners adopts a resolution or other plan for resolving the over-expenditure. All authorized purchases shall be legally budgeted or approved within an appropriate fund or agency account, or within an appropriate line item as approved by the Board of Commissioners.

1.7.3 All questionable purchases shall be submitted to the CPO for review. Determination shall be made by the CPO to be either an authorized or unauthorized purchase under the provisions of this Policy. The CPO may consult with the County Manager, County Attorney, and/or Finance Director prior to making a determination.

## **1.8 Commission Approval of Unauthorized Purchases**

1.8.1 Any purchase determined to be an unauthorized purchase shall be considered for approval of payment at a public meeting of the Board of Commissioners. Unauthorized purchases shall not be approved or processed for payment prior to Commission approval.

# Lea County Procurement Policy

## **1.9 Violation of Policy**

- 1.9.1 Violation of any provision of this Policy may be grounds for discipline, up to and including termination of employment or appointment, against the offending employee or person.

## **1.10 Consistency with State Procurement Code**

- 1.10.1 The provisions of this Policy are subject to change in accordance with New Mexico law, as amended. Any revision that is inconsistent with the provisions of this Policy shall be resolved in favor of state law. All authorized users shall be given a copy of each revision and notified that it is in effect.
- 1.10.2 Unless specifically prohibited by the Lea County Procurement Policy, additional methods of procurement not stated in this Policy but consistent with NMSA 1978 Chapter 13, Section 1, as amended will be available for use by authorized users with the prior approval of the CPO.

## **1.11 Amendment**

- 1.11.1 Any amendment of this Policy shall be executed by resolution as adopted by the Board of Commissioners prior to implementation. Written procedures or clarifications may be recommended by the CPO and approved by the Board of Commissioners.

## **1.12 Agent Solicitations**

- 1.12.1 Solicitations of County employees by private company agents is prohibited, except upon request by the County, or for programs or proposals available to all County departments authorized and approved by the County Manager.
- 1.12.2 The CPO may accept agent solicitations for the purpose of gaining information regarding new or existing companies or their representatives and/or products, if such is determined to be potentially beneficial to the County.

## **1.13 Penalties**

- 1.13.1 Persons knowingly violating the New Mexico Procurement Code may be subject to a civil penalty of up to \$1,000 for each violation. (NMSA 1978 13-1-196).
- 1.13.2 Any business or person that willfully violates the State Procurement Code is guilty of a misdemeanor if the transaction involves fifty thousand (\$50,000) or less; or a fourth degree felony if the transaction involves more than fifty thousand dollars (\$50,000) (NMSA 1978 13-1-199).

## **2 Purchasing Procedure**

### **2.1 Standard Purchases**

- 2.1.1 Standard Purchases are systematic, planned, necessary or routine purchases for the administration and operation of a Department. Other planned and necessary expenditures such as professional services, leases, bids, proposals, insurance, purchases of real property, funds appropriated for support to other agencies, purchases for County construction projects, purchases by agreement or contract, and other purchases shall be standard purchases and processed in accordance with state laws, Lea County Procurement Policy, and written procedures / clarifications established by the County Manager and adopted by the Board of Commissioners.



# Lea County Procurement Policy

- 2.1.2 Routine monthly County expenditures include payroll related expenditures, utility bills, taxes, gasoline credit cards, per diem and registration fees for approved travel, postage, and building deposit refunds.
- 2.1.3 There shall be no exception to these routine or standard procedures unless specifically stated.
- 2.1.4 All information regarding purchase orders in Section 2.9 is applicable to all other sections and supplements and is hereby incorporated in them by reference.
- 2.1.5 It shall be the primary responsibility of the department to ensure sufficient funds are available prior to initiating a purchase in order to avoid an unauthorized purchase. The Finance Department shall provide sufficient information, data or reports to keep purchasers properly updated on budget balances.

## 2.2 Competitive Purchases

- 2.2.1 Authorized purchasers shall attempt to ensure that all purchases are made at the best obtainable price. Purchases shall be made in accordance with the following provisions:
  - A. \$20,000.00 or less excluding applicable state and local gross receipts taxes. Purchases may be processed without quotations. Award can be made without securing competition if the user determines that the price received is the best obtainable price. Users are encouraged, but not required, to obtain quotes from more than one vendor. Purchases of \$1,500 or more are subject to the rules in Section 2.9 – Purchase Orders. No purchases shall be artificially divided in order to avoid compliance with Section 2.9.
  - B. \$20,000.01 to \$60,000.00 excluding applicable state and local gross receipts taxes. Written Quotations are required. Purchases shall be made according to the best obtainable price provided in at least three bona fide written quotations. *Request for Quotation* forms that include the specifications for the procurement, shall be provided to vendors in advance of the purchase, unless prices are readily available on a vendor's website. A deadline shall be listed for the written quotations' return. Quotations must be on vendor's letterhead, the quotation form, or other document(s) identifying the responding vendor. Printed pages from a vendor's website are acceptable. It is highly preferable to obtain a minimum of three written quotations. The quotations must be summarized using the "Summary of Quotes" form that will be signed by the Department Director or designee and sent to Purchasing along with copies of supporting documentation. The acceptable quotations must be signed by the CPO, County Manager, or CPO designee and a purchase order issued by Finance Department, before the purchase is made. Quotations not signed by the CPO, County Manager, or CPO designee before the purchase is made constitute an unauthorized purchase.
    - i Written quotations are valid for six months with the vendor's concurrence. A copy of the original quotation must be attached by the user department to each subsequent purchase. It is the user department's responsibility to keep copies of the quotation to attach to subsequent purchase orders. It is the user department's responsibility to ensure appropriate pricing is received on repurchases within six months and on any indefinite quantity bid.
    - ii In the event there are not three known vendors which have materials/services available, less than three quotations are permissible provided the user verifies on the quotation form that every reasonable attempt has been made to obtain three

# Lea County Procurement Policy

quotations. The quotations obtained will be listed on the quotation form. Names of businesses unable, unwilling, or unresponsive to providing quotations shall be included on the *Summary of Quotes* form and submitted to the Finance Department. Internet and catalog quotes must include freight.

- C. More than \$60,000.00. All purchases exceeding \$60,000.00 require formal bid or competitive sealed proposal procedures and shall be processed and executed by the CPO or designee. Such purchases must be approved in the current budget, and purchases not approved in the current budget require approval by the Board of Commissioners. Bids and proposals may be rejected by the County Commissioners in the event it is determined to be in the best interest of the County, or in the event that they are in excess of budgetary limits, are non-responsive to specifications, or due to irregularities in the bid or proposal specifications.

- 2.2.2 Procurement requirements shall not be artificially divided so as to constitute a small purchase.

## 2.3 Bids and Proposals

- 2.3.1 Specifications should be written primarily to address the need of the County for a specific item or service to perform a specific function. Specifications written for purchases shall not be “closed or exclusive”, or otherwise written in such a way as to intentionally favor or exclude a vendor.

- A. Reference to specific types or quality shall be followed by wording “or equal to” and all specifications regardless of wording shall be considered as “or equal to”.
- B. It shall be the authorized user’s responsibility to ensure that all specialized technical aspects of specifications are correct and appropriate.

- 2.3.2 It shall be the CPO’s or designee’s responsibility to review and ensure that all other provisions, procedures and considerations are correct and appropriate, and to address any questionable, unusual or inappropriate specifications prior to processing.

- 2.3.3 A pre-bid checklist and signature form shall accompany all formal bids and RFP’s. The approval form shall be signed by the the user department and the CPO prior to advertising an invitation to bid or request for proposal. The approval form shall signify that all terms and specifications contained in the bid or RFP have been reviewed and approved and that all procurement steps have been addressed. Additionally, a licensed professional engineer must review and sign off on all construction or other engineering related procurements before advertising an invitation to bid or request for proposal. An invitation for bids or request for proposal, or a notice thereof, shall be published not less than ten calendar days prior to the date set forth for the opening of bids or proposals. The invitation or notice shall be published at least once in a newspaper of general circulation in the area.

- 2.3.4 The CPO shall keep a list of businesses that have expressed an interest in submitting bids or proposals and shall notify them when an invitation for bids or request for proposals is issued that could be fulfilled by the business. This requirement may be met by mailing a notice regarding the bid or RFP or via electronic transmittal of the invitation to bid or request for proposals to prospective vendors. Invitation for bids (IFB) or request for proposals (RFP) are also posted on Lea County’s website immediately after they become available. If IFB or RFP are prepared by an Architect or Engineer and dispersed by their office or by a “Plan Room”,

# Lea County Procurement Policy

County may post to the website only the Bid / RFP advertisement page, which will direct any potential responders as to where to obtain the full Bid / RFP.

- 2.3.5 Bids or proposals shall be opened publicly by the CPO or designee in the presence of at least one or more County employee(s) witness(es) at the time designated in the invitation for bids or request for proposals.
- 2.3.6 RFP documents will state the Offerors may mark/label certain information within their RFP response as “proprietary”. Entire proposals/offers may not be marked as “proprietary”. The CPO or designee shall make the final determination whether information marked is “proprietary”. Bids become public record once opened and may be inspected by members of the public upon request.
- 2.3.7 Lea County follows state procedures regarding the assignment of preferences to resident businesses and veteran owned resident businesses per N.M.S.A. 13-1-21 through 13-1-22. Businesses must include proof of their residency or ownership status in order to qualify for preference. Proof may consist of a copy of a NM Resident Preference Certificate or a copy of a NM Resident Veterans’s Certificate (submitted with response to Bid/RFP). All preferences shall be verified with the State of NM prior to the bid or RFP award. Preferences shall not apply when federal funds may be used in payment to vendors selected through a competitive invitation for bids or request for proposals.
- 2.3.8 The formal procurement process may be waived by the CPO in cases that a vendor has a State, Federal, cooperative, or other qualified Purchasing Contract.

## **2.4 Sole Source Purchases**

- 2.4.1 A contract may be awarded without competitive sealed bids or competitive sealed proposals regardless of the estimated cost when the CPO determines, in writing, that:
  - A. there is only one source for the required services, construction or item of tangible personal property;
  - B. the service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and
  - C. other similar services, construction or items of tangible personal property cannot meet the intended purpose of the contract.
- 2.4.2 The user department shall use due diligence in determining the basis for the sole source procurement, including reviewing available sources, and shall submit its written determination on the *Sole Source Determination* form to the CPO or designee for review, approval, and processing.
- 2.4.3 The user department along with the CPO or designee shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the County.
- 2.4.4 The user department shall not circumvent this section by narrowly drafting specifications so that only one predetermined source would satisfy those specifications.
- 2.4.5 At least thirty days before a sole source contract is awarded, the CPO or designee shall post notice of the intent to award a sole source contract on the County website, and shall transmit the notice to the state purchasing agent for posting on the state purchasing agent’s website.

# Lea County Procurement Policy

- A. The notice shall identify at a minimum:
    - i the parties to the proposed contract;
    - ii the nature and quantity of the service, construction or item of tangible personal property being contracted for; and
    - iii the contract amount.
  - B. Any qualified potential contractor that was not selected for a proposed sole source contract may protest the selection in writing, within fifteen calendar days after the notice of intent to award the contract was posted by the County, by submitting the protest to the CPO or designee. The CPO or designee shall then reconsider its selection.
  - C. Immediately before a sole source contract is awarded, the notice of intent to award a sole source contract located on the County website shall be adjusted in order to show the award of the contract. This adjusted notice shall remain on the County website for a period of no less than 72 hours.
- 2.4.6 The Finance Department shall maintain, for a minimum of three years, records of sole source procurements, including, at a minimum, the information required to be included in the notice of intent to award a sole source contract.

## 2.5 Emergency Purchases

- 2.5.1 The CPO or designee may only make an emergency procurement when the service, construction or item of tangible personal property procured:
- A. Is needed immediately to:
    - i control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event, or
    - ii plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or
  - B. cannot be acquired through normal methods.
- 2.5.2 The CPO or designee:
- A. In making an emergency procurement, shall:
    - i Employ a competitive process to the extent practicable under the circumstances; and
    - ii use due diligence in determining the basis for the procurement and in selecting a contractor; and
  - B. shall not make an emergency procurement for the purchase or lease of heavy road equipment.
- 2.5.3 The CPO or designee that makes an emergency procurement shall outline its determination of the basis for the procurement and its selection of the contractor in writing and include the writing in the procurement file. Promptly thereafter:



# Lea County Procurement Policy

- A. The CPO or designee shall post notice of the procurement on the County website and shall transmit the notice to the state purchasing agent on the state purchasing agent's website.
- 2.5.4 The CPO or designee that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty days after the end of the fiscal year in which the procurement was made.
- 2.5.5 Within three business days of awarding an emergency procurement contract, the CPO or designee thereof shall post a notice of an emergency procurement on the County web site that includes the following:
  - A. the contractor's name and address;
  - B. the amount and term of the contract;
  - C. a listing of the services, construction or items of tangible personal property procured under the contract; and
  - D. the justification for the procurement method.
- 2.5.6 The CPO or designee shall maintain, for a minimum of three years, records of emergency procurements, including, at a minimum, the information required to be included in the notice of an emergency procurement.
- 2.6 Pre-existing Contracts and Cooperative or Joint Purchasing and Bulk Fuel Purchases and other Exceptions**
  - 2.6.1 When a vendor has a State Purchasing Contract, a federal General Services Administration (GSA) contract, cooperative procurement contract, or if a vendor has an indefinite quantity contract with the County to provide materials or services, multiple quotes are not required.
    - A. Direct purchases may be made in cases where a vendor has a State Purchasing Contract, a General Services Administration Contract, or a cooperative procurement contract attached to the purchase order or a reference is made to a Lea County Bid or Proposal Number.
    - B. Purchases from an indefinite quantity contract must be made within the time frame established in the contract and at the contract price.
  - 2.6.2 The County may purchase items or services cooperatively or jointly through another public body's processes consistent with state regulations in NMSA 13-1-135. An approved and signed copy of all cooperative procurement agreements entered into pursuant to this subsection shall be filed with the state purchasing agent. A cooperative procurement agreement entered into pursuant to this subsection is limited to the procurement of items of tangible personal property, services or construction. The CPO or designee shall retain a copy of each contract relied upon to make purchases without seeking competitive bids or proposals.
  - 2.6.3 Contracts entered into with other governmental entities are exempt from competitive procurement.

# Lea County Procurement Policy

## 2.7 Vehicle Repair Procurement

- 2.7.1 Routine vehicle or equipment repairs are subject to the requirements in Section 2.2.1.A. Repairs on equipment or vehicles that require forensic disassembly for estimates and/or equipment that can only be serviced by a manufacturer certified mechanic with an estimated cost of \$20,000 or greater are exempt from compliance with Section 2.2.1, parts B & C. Once a repair estimate is received, then the Department Head is required to request a Purchase Order for the repairs. When possible, the repairs should be performed by a vendor located in the County trade area.
- 2.7.2 If repairs are due to the result of an accident, the responsible Department Director will notify the Risk Manager before initiating repair work. This will allow the County to ensure that all proper insurance notifications are done.

## 2.8 Professional Services

- 2.8.1 It is preferred the offer from the professional be written. The offer should specify the basis of charge, what will be charged as extra expense items and whether there will be any surcharges added to expenses incurred. It should include an estimate of total charges expected under the contract for the items specified. The Board of Commissioners or County Manager may select the offer it deems to be in the best interest of the County, and may further make the selection contingent upon entering into a written contract mutually agreeable to the parties.
- 2.8.2 The Board of Commissioners or County Manager may direct in a circumstance covered by this section, that the services of a particular professional be obtained based upon that person's particular expertise or background, or past familiarity with the County in a material respect or some other reason that makes the professional especially well-suited for the work to be done. In such a case, such services may be retained without soliciting information from multiple sources subject to the statutory limit.
- 2.8.3 Professional services shall be procured at the best negotiated price, provided the value, exclusive of gross receipts taxes and expense reimbursements, does not exceed \$60,000.
- 2.8.4 The services of architects, archaeologists, engineers, medical arts practitioners, scientists, management and systems analysts, certified public accountants, lawyers, psychologists, planners, researchers and persons or businesses providing similar services as designated by the CPO or designee are deemed to be professional services.

## 2.9 Purchase Orders

- 2.9.1 All purchases \$1,500 or more require that a Lea County Requisition be completed by the user department, and Purchase Order be completed by the CPO or designee. Purchase Orders shall be approved by the CPO or designee prior to purchasing goods and services and shall contain all information as required, including but not limited to:
  - A. Description. Describe the items or services sufficiently to identify the item or services being purchased and to allow processing of the Purchase Order without requesting additional information.

# Lea County Procurement Policy

- B. Unit/Quantity. Specify a unit or quantity and the approximate amount per unit or quantity being requested within the Purchase Order "Description". Units or quantities may be "each", "box", "gals", "reams", "pounds", etc.
  - C. General Ledger Account Number. The appropriate budgeted line item account number will be listed on each requisition. It is the user department's responsibility to assign the appropriate line item account number(s). Purchase orders may include multiple line item account numbers. The Finance Department must approve line item account numbers to ensure budgetary intent, comparability among years and departments, and appropriate usage.
  - D. Price/Amount. Total cost, or a cost for each item.
  - E. Source. Vendor to whom the purchase order will be issued, including Address, City, State and Zip Code.
  - F. Purchase Orders which do not include the above information will not be approved by Purchasing.
  - G. On purchases where a purchase order is not required, it is the responsibility of the purchaser to verify that budgeted funds are available prior to the purchase. Purchases are not to be artificially divided in order to avoid obtaining a purchase order.
- 2.9.2 Certain types of purchases do not require a purchase order. Those purchases are defined as recurring monthly payments for utilities, software maintenance, copier services, fuel card bills, and board/committee fees, etc. The CPO may designate other purchases exempt from purchase orders if they meet the definition of recurring monthly payments.
- 2.9.3 Certain purchases for services or materials over \$20,000 using an approved bid or proposal for indefinite quantities may be procured prior to the issuance of a purchase order. The Bid or proposal number must be listed on the Purchase Order. The CPO or designee shall determine which items or services will fall under this category.
- 2.9.4 All purchase orders are to be reviewed and approved by the CPO or designee, prior to being scheduled for payment.
- 2.9.5 Finance Department shall maintain W-9 Taxpayer Identification forms on file for all active vendors as required by the Internal Revenue Service. W-9 forms will be reviewed bi-annually for verification of current taxpayer information.

## 2.10 Invoices

- 2.10.1 An invoice is an itemized document submitted by the vendor (including an Invoice #) to the Finance Department for payment of materials or services delivered to the County. The County may refuse payment in any case that there is an unauthorized purchase.
- A. Verification of Invoices. All invoices shall be reviewed by user departments prior to payment to ensure materials or services have been received and to certify authorization for payment. This certification requires the signature of the Department Director or designee. It will be the responsibility of user departments to ensure outstanding invoices are promptly submitted for payment.
  - B. Processing for Payment. The Finance Department will ensure that all invoices received are appropriately authorized and certified prior to payment. The Finance Director shall be responsible for ensuring that appropriate procedures are established and used for

# Lea County Procurement Policy

payment after invoices are received to include timely payments and to make certain that discounts are received and late charges avoided.

## **2.11 Exemptions - The Procurement Code shall not apply to:**

- 2.11.1 procurement of items of tangible personal property or services from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;
- 2.11.2 printing and duplicating contracts involving materials that are required to be filed in connection with proceedings before administrative agencies or state or federal courts;
- 2.11.3 purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;
- 2.11.4 purchases of books, periodicals and training materials in printed or electronic format from the publishers or copyright holders thereof;
- 2.11.5 travel or shipping by common carrier or by private conveyance or for meals and lodging;
- 2.11.6 purchase of livestock at auction rings or to the procurement of animals to be used for research and experimentation or exhibit;
- 2.11.7 purchases not exceeding ten thousand dollars (\$10,000) consisting of magazine subscriptions, web-based or electronic subscriptions, conference registration fees and other similar purchases where prepayments are required;
- 2.11.8 the issuance, sale and delivery of public securities pursuant to the applicable authorizing statute, with the exception of bond attorneys and general financial consultants;
- 2.11.9 contracts entered into by a local public body with a private independent contractor for the operation, or provision and operation of a jail pursuant to Sections 33-3-26 and 33-3-27 NMSA 1978;
- 2.11.10 contracts and expenditures for services or items of tangible personal property to be paid or compensated by money or other property transferred to New Mexico law enforcement agencies by the United States department of justice drug enforcement administration;
- 2.11.11 contracts with professional entertainers;
- 2.11.12 contracts and expenditures for legal subscription and research services and litigation expenses in connection with proceedings before administrative agencies or state or federal courts, including experts, mediators, court reporters, process servers and witness fees, but not including attorney contracts;
- 2.11.13 contracts for service relating to the design, engineering, financing, construction and acquisition of public improvements undertaken in County improvement districts pursuant to Subsection L of Section 4-55A-12.1 NMSA 1978;
- 2.11.14 works of art for museums or for display in public buildings or places;
- 2.11.15 purchases of advertising in all media, including radio, television, print and electronic;
- 2.11.16 procurement of services from community rehabilitation programs or qualified individuals pursuant to the State Use Act [13-1C-1 through 13-1C-7 NMSA 1978];
- 2.11.17 purchases of products or services for eligible persons with disabilities pursuant to the federal Rehabilitation Act of 1973; and

# Lea County Procurement Policy

2.11.18 purchases exempt from the Procurement Code as otherwise provided by State law.

## **2.12 PENALTIES – Any business or person that willfully violates the State Procurement Code is guilty of:**

2.12.1 a misdemeanor if the transaction involves fifty thousand dollars (\$50,000) or less; or

2.12.2 a fourth degree felony if the transaction involves more than fifty thousand dollars (\$50,000).

2.12.3 It must be a violation of state law to be a Policy violation.

## **2.13 End of Fiscal Year**

2.13.1 Special purchasing procedures shall be issued by Purchasing to ensure that State law and regulations and proper accounting procedures are followed to appropriately close out at the end of the fiscal year.

## **2.14 Protests**

2.14.1 All protests regarding selection of vendors through competitive bids, proposals, or sole-source procurements shall be filed and determinations made in accordance with 1978 NMSA Sections 13-1-172 through 13-1-178.

## **3 Fixed Assets and Annual Inventory**

### **3.1 Definition of Fixed Asset**

3.1.1 For the purpose of this Policy, a fixed asset is any property or material item which has a useful life expected to exceed one year and has a value normally of \$5,000.00 or greater, extends the useful life of an existing asset, or is of significant value as otherwise determined by the County Manager or Finance Director.

3.1.2 Fixed assets can usually be described as furniture, fixtures, equipment, land, buildings, or betterments to these items.

### **3.2 Administrative Responsibility**

3.2.1 The Finance Department shall be assigned the general responsibility for and accountability for fixed assets in accordance with this Policy.

### **3.3 Annual Fixed Asset Resolution**

3.3.1 Physical Inventory: Each Department shall submit a complete list of inventory each year by the date determined by the Finance Director, with locations of assigned fixed assets identified, approved by the Department Head, verifying that a complete, on-site inventory of all fixed assets under their supervision has been completed.

3.3.2 Annual Review and Approval of Fixed Assets Inventory: The Finance Director shall reconcile the certified physical inventory, specifying any changes or differences in the fixed assets, and submit a resolution to the County Commission for review and approval. The County Commission shall approve by resolution an official listing of all additions, deletions, and transfers to the County Fixed Assets Inventory each fiscal year. Each Department shall by such resolution be assigned the custodial responsibility over all fixed assets listed under their supervision as stated in the certified physical inventory.



# Lea County Procurement Policy

## **3.4 Custodian Responsibility**

- 3.4.1 It shall be the responsibility of each Department designated as Custodian having possession of any County fixed asset to ensure the appropriate care, safeguard, location, maintenance and security of all fixed assets assigned to the Department.
- 3.4.2 Change in Custodian Responsibility: At any change of a Department head, a physical inventory of fixed assets assigned to that Department shall be made to ensure that all fixed assets are present and accounted for. An interim person shall be assigned the custodial responsibility until the new Department Head assumes responsibility. The incoming person shall then be responsible to complete a physical inventory for the fixed assets assigned to that department, and certify that it has been reconciled to the physical inventory performed by the Finance Department.

## **3.5 Knowledge of Provisions**

- 3.5.1 A copy of this Policy and all supplements shall be given to each custodian who shall sign for and be required to be knowledgeable, understand and comply with the provisions of this Policy.

## **3.6 Enforcement**

- 3.6.1 Actions which appear to be in violation of the provisions of this Policy shall be reviewed by the County Manager and if determined to be a violation shall be submitted to Human Resources for potential disciplinary action.

## **4 Fixed Assets Processing Procedures**

### **4.1 Purchasing Fixed Assets**

- 4.1.1 Fixed assets shall be purchased in accordance with this Section of the Procurement Policy. It shall be the responsibility of the custodial Department and Finance Department to screen all purchases, identify and process fixed assets in accordance with the provisions of this Policy.

### **4.2 Fixed Assets Requiring Commission Approval and Exceptions**

- 4.2.1 All fixed assets purchased shall be either specifically approved in the budget, or by approval of the County Commission prior to purchase, except in an emergency. All emergency purchases of fixed assets shall be in compliance with Section 2.5 of the Policy.

### **4.3 Verification**

- 4.3.1 If a fixed asset is purchased, it shall first be verified that it is a budgeted item. In cases of unbudgeted items, approval is required from the Commission before a purchase is made. In all questionable cases, the County Manager shall make a determination.

### **4.4 Receiving and Recording of Fixed Assets**

- 4.4.1 It shall be the responsibility of the custodial Department, immediately upon receipt and prior to processing for payment, to completely check the item to verify that it has been received in acceptable and satisfactory condition.
- 4.4.2 Upon processing a fixed asset purchase, an Inventory Addition Form shall be completed by the custodial Department and submitted with the invoice to the Finance Department.

### **4.5 Recording and Maintenance of Fixed Asset Files**

# Lea County Procurement Policy

- 4.5.1 The fixed asset shall be entered into the computerized fixed asset inventory file to include all pertinent information and data required. It shall be the responsibility of the Finance Department to appropriately update and maintain a permanent Fixed Asset File. The Finance Department will prepare inventory tags for distribution to custodians.

## 4.6 Transfers

- 4.6.1 Custodians shall assume full responsibility for all transfers of fixed assets from their original locations. All transfers shall be reported to the Finance Department by completing the *Inventory Addition/Transfer/Deletion Form*.

## 4.7 Disposal of Fixed Assets

- 4.7.1 Disposal of all Fixed Assets shall be in accordance with all applicable laws. There shall be an official finding and disposition of property resolution approved by the Commission prior to disposal of any fixed asset.
- 4.7.2 It is the responsibility of the Department to notify the Finance Department of intent to dispose of any item, including trade-ins. Items may not be disposed of without the approval of the Finance Department.
- 4.7.3 All revenues received from the disposal of items shall revert to the general fund, except as otherwise required by law or state regulations.
- 4.7.4 All fixed assets listed in the County inventory with residual value must be disposed of through a negotiated sale, sealed bids or public auction or donated to a state agency, local public body, school district, state educational institution or municipality in accordance with state law .

## 4.8 Property – Missing, Lost or Stolen

- 4.8.1 It shall be the responsibility of each custodian to report to the Sheriff's Department and local police department immediately any item which has been discovered to be missing, lost or stolen.
- 4.8.2 A Deletion Form shall then be completed and forwarded to the Finance Department along with a copy of the Sheriff's Incident Report.

## 4.9 Inventory Control and Annual Inspection

- 4.9.1 It shall be the responsibility of each custodian to inspect and oversee its Department's inventory, and to ensure that the inventory is appropriately protected, safeguarded, maintained and repaired, and is physically inspected, present and accounted for.
- 4.9.2 The Finance Department may conduct random physical inventories of items or Departments to verify that the computerized fixed asset file contains accurate information.

## 5 Purchase Cards

### 5.1 Program Purpose

- 5.1.1 The purpose of the Purchase Card Program is to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions that require immediate payment. It is designed to replace the need for petty cash, check requests and expense

# Lea County Procurement Policy

reimbursements. It is also designed to allow employees to make online payments for goods and services, if necessary.

## 5.2 Purchase Card Issuance

- 5.2.1 Purchase cards will be issued to employees upon the request of the respective Department Director or Elected Official with approval of the CPO or designee. Use of the card may be revoked at any time by the County Manager, CPO or designee, if it is determined to be in the best interest of the County.

## 5.3 Purchase Card Usage

- 5.3.1 The purchase card is intended to be used for small dollar transactions that are needed during the course of business. These purchases may include but are not limited to:
- A. Office supplies and forms
  - B. Books and subscriptions
  - C. Computer supplies (non-capital hardware, software, etc.)
  - D. Professional dues and conference registrations
  - E. Travel expenses (hotels, parking, etc.)
  - F. Other miscellaneous items
- 5.3.2 The purchase card is not intended to be used for the following items:
- A. Items for personal use
  - B. Capital outlay
  - C. Alcohol
  - D. Any product, service or merchant considered inappropriate for County funds
- 5.3.3 The purchase card should only be used when it is necessary to complete a purchase and invoicing is not available. When purchasing goods and services online, employees should first seek to use vendors that offer an invoicing option.

## 5.4 Reconciliation and Payment

- 5.4.1 The cardholder is responsible for obtaining a receipt for every purchase made with a purchase card. In the event that a receipt cannot be obtained, then a statement describing the date of purchase, vendor, item(s) purchased and amount paid must be prepared and signed off on by the purchaser.
- 5.4.2 All receipts or purchase statements must be uploaded into the purchase card system by the 8<sup>th</sup> day of the month following the close of the month purchased.
- 5.4.3 The cardholder is required to login to the purchase card system, review all purchases made, ensure that receipts are uploaded and that the line item coding is correct. Once it is confirmed to be correct then the cardholder must approve the statement.
- 5.4.4 It is the responsibility of the cardholder and their Department Director to ensure that all transactions posted are legitimate transactions of the County and have been procured

# Lea County Procurement Policy

according to the procurement requirements as described in Section 2.2.1 – Small Purchases and Section 2.9 – Purchase Orders.

## 6 Fuel Cards

### 6.1 Use of Cards

- 6.1.1 Upon the request of the Department Head or Elected Official, each vehicle under their supervision is issued a fuel card by Finance to be used for the purchase of fuel, oil and minor repairs. The card issued is specifically identified to a vehicle and must remain with the vehicle at all times.
- 6.1.2 Each approved vehicle operator is issued a personal pin number that will work with any card issued by the County. The County may cancel the employee's pin for misuse.
- 6.1.3 The card assigned to a specific vehicle must only be used for fuel and services for that vehicle.
- 6.1.4 Under no circumstances is the card and pin to be used for personal use or to provide fuel and services for a personal vehicle. Violation of this Policy could result in disciplinary action.

# **Lea County Procurement Policy**

## **Appendix A – Sample Forms and Resolutions**

- |    |  |
|----|--|
| 7  | Purchase Order Form                        |
| 8  | Sole Source Form                           |
| 9  | Emergency Purchase Form                    |
| 10 | Request for Quotations                     |
| 11 | Quotation Form                             |
| 12 | Inventory Addition/Transfer/Deletion Form  |
| 13 | Resolution to Dispose of Fixed Assets      |
| 14 | Resolution to Approve List of Fixed Assets |

Forms included herein are for example only. Forms may be revised at the discretion of the County Manager or the Chief Procurement Officer (CPO).





## FY22 Budget Adjustment #1

### SUMMARY OF ADJUSTMENTS

	Revenue	Expense	Net Effect	Transfers	Budget Adj #3	% Inc. (Dec). In Budgeted Exp
GENERAL FUND (unrestricted)	-	2,015,765	(2,015,765)	(322,917)	39,240,193	5.14%
ROAD FUND	-	-	-	-	19,842,259	0.00%
SPECIAL REV FUNDS (restricted)	209,552	519,552	(310,000)	322,917	51,778,550	1.00%
CAPITAL PROJECTS FUND	-	-	-	-	37,105,285	0.00%
ENTERPRISE FUNDS	-	-	-	-	148,434	0.00%
TRUST & AGENCY (restricted)	-	-	-	-	7,888,967	0.00%
<b>Total</b>	<b>209,552</b>	<b>2,535,317</b>	<b>(2,325,765)</b>	<b>-</b>	<b>156,003,688</b>	<b>1.63%</b>



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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sslout@leacounty.net](mailto:sslout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/25/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Chip Low - Finance Director
<b>SUBJECT:</b> Consideration of FY 22 Budget Adjustment #1	<b>ATTACHMENT(S):</b> 1. Budget Adjustment Detail 2. Resolution
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1 Resolution	<b>ACTION REQUESTED:</b>  Action Item
<b>BUDGET LINE ITEM NUMBER:</b> See Detail	<b>FISCAL BUDGET YEAR:</b> FY 2021 - 2022
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan:  The information in the financial report meets the goals in Section 3.1 on Accountability which is "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner". Performance measures that apply are 3.1.1, 3.1.2, 3.1.4 and 3.1.5.	
<b>SUMMARY:</b>  This is the first budget adjustment of the FY 22 budget year. There are revenue increases of \$209,552 and expenditures increases of \$2,535,317, which results in a net decrease in cash of \$2,325,765. Lea County has cash reserves to cover the decrease in cash. Lea County continues to meet the required state and local reserve requirements.	
<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
<b>SUBMITTER'S RECOMMENDATION(S):</b> Recommend approval	<b>Submitter's Signature</b> Department Director, Etc. <b>Henry C Low Jr</b> Digitally signed by Henry C Low Jr Date: 2021.08.25 11:27:56 -06'00'
<b>FINANCE REVIEW</b> Fiscal Impact/Cost:  The financial impact to Lea County will be a net decrease in budgeted cash of \$2,325,765. The County will continue to meet all state and local reserve requirements.	<b>Reviewed by Finance Director</b> <b>Henry C Low Jr</b> Digitally signed by Henry C Low Jr Date: 2021.08.25 11:29:14 -06'00'
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 
<b>Item No.</b> <u>0207</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>	
Approved: _____ Denied: _____ Other: _____ Resolution No. <u>21-SEP-191R</u> Policy No. _____ Ordinance No. _____ Continued To: _____ Referred To: _____ Comments: _____	

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-191R

**A RESOLUTION APPROVING BUDGET ADJUSTMENT NO. 01 FISCAL YEAR 2021 - 2022**

**WHEREAS**, the Board of County Commissioners of Lea County, of the State of New Mexico, needs to adjust the current approved budget for fiscal year 2021 - 2022; *and*

**WHEREAS**, said budget was adjusted on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; *and*

**WHEREAS**, it is the majority opinion of this Board that the adjusted budget meets the requirements as currently determined for fiscal year 2021 - 2022.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of County Commissioners of Lea County, of the State of New Mexico, hereby adopts the budget adjustments hereinabove described and attached and respectfully requests approval from the State of New Mexico Department of Finance and Administration Local Government Division.

**PASSED, APPROVED AND ADOPTED** on this 2nd day of September 2021 by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

---

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

**ATTEST:** Keith Manes  
Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

# Attachment

## BUDGET ADJUSTMENT #1

Thursday, September 2, 2021

### SUMMARY OF BUDGET ADJUSTMENTS TO DATE FOR FY 21/22

	Approved Budget	Adj #1 09/02/2021							Total
<b>REVENUE ADJUSTMENTS</b>									
GENERAL FUND (unrestricted)	55,048,706	-	-	-	-	-	-	-	55,048,706
ROAD FUND	1,931,070	-	-	-	-	-	-	-	1,931,070
SPECIAL REV FUNDS (restricted)	20,127,050	209,552	-	-	-	-	-	-	20,336,602
CAPITAL PROJECTS FUND	3,163,000	-	-	-	-	-	-	-	3,163,000
ENTERPRISE FUNDS	-	-	-	-	-	-	-	-	-
TRUST & AGENCY (restricted)	7,727,635	-	-	-	-	-	-	-	7,727,635
<b>Total</b>	<b>87,997,461</b>	<b>209,552</b>	-	-	-	-	-	-	<b>88,207,013</b>
	Approved Budget	Adj #1 09/02/2021							Total
<b>EXPENDITURE ADJUSTMENTS</b>									
GENERAL FUND (unrestricted)	37,224,428	2,015,765	-	-	-	-	-	-	39,240,193
ROAD FUND	17,516,494	-	-	-	-	-	-	-	17,516,494
SPECIAL REV FUNDS (restricted)	51,258,998	519,552	-	-	-	-	-	-	51,778,550
CAPITAL PROJECTS FUND	37,105,285	-	-	-	-	-	-	-	37,105,285
ENTERPRISE FUNDS	148,434	-	-	-	-	-	-	-	148,434
TRUST & AGENCY (restricted)	7,888,967	-	-	-	-	-	-	-	7,888,967
<b>Total</b>	<b>151,142,606</b>	<b>2,535,317</b>	-	-	-	-	-	-	<b>153,677,923</b>
	Cash Effect per Resolution	Adj #1 09/02/2021							
<b>NET EFFECT CASH</b>									
GENERAL FUND (unrestricted)	17,824,278	(2,015,765)	-	-	-	-	-	-	15,808,513
ROAD FUND	(15,585,424)	-	-	-	-	-	-	-	(15,585,424)
SPECIAL REVFUNDS (restricted)	(31,131,948)	(310,000)	-	-	-	-	-	-	(31,441,948)
CAPITAL PROJECTS FUND	(33,942,285)	-	-	-	-	-	-	-	(33,942,285)
PROPRIETARY FUND	(148,434)	-	-	-	-	-	-	-	(148,434)
TRUST & AGENCY (restricted)	(161,332)	-	-	-	-	-	-	-	(161,332)
	<b>(63,145,145)</b>	<b>(2,325,765)</b>	-	-	-	-	-	-	<b>(65,470,910)</b>



## 1 County Operations

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Expended	% Used	Proposed Adjustment	Adjusted Line Item Budget	Justification
County Operations	Settlements	401	00	2885	-	-	0.0%	2,000,000	2,000,000	Agreement
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>2,000,000</b>		

## 2 Environmental Services

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Expended	% Used	Proposed Adjustment	Adjusted Line Item Budget	Justification
Environmental Services	Overtime	401	26	2005	12,500	3,805	30.4%	10,000	22,500	Covid & Vector
Environmental Services	FICA/Medicare	401	26	2064	35,362	5,857	16.6%	765	36,127	Covid & Vector
Environmental Services	Vector Control	401	26	2113	6,000	4,256	70.9%	5,000	11,000	More spraying
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>15,765</b>		

Lea County has cash reserves in excess of \$15 million available.

<b>Total proposed General Fund Revenue Adjustments:</b>	-
<b>Less:</b>	
<b>Total Proposed General Fund Expenditure Adjustments:</b>	<b>2,015,765</b>
<b>Net Effect on Budget Cash Position</b>	<b>(2,015,765)</b>

### 3 Jal Airport

Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Jal Airport	PAPI System	456	18	4495	-	-	0.0%	225,000	225,000	Delayed billing
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>225,000</b>		

Revenue was budgeted in 454-18-1508 FAA Grant (PAPI Replacement)

### 4 Fairgrounds

Department	Line Item Description	Fund	Dept	Line	Current Budget	Expended	% Used	Adjustment	Item Budget	Justification
Fairgrounds	Maintenance	460	32	2012	48,000	36,930	76.9%	85,000	133,000	Weather Damage
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>85,000</b>		

Lea County has been notified by Travelers Insurance that a check for damages in the amount of \$120,697 will be issued.

### 5 JAG Grant

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Expended	% Used	Proposed Adjustment	Adjusted Line Item Budget	Justification
JAG Grant	JAG Grant Expenditures	607	67	2212	-	-	0.0%	8,014	8,014	Grant Funding
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>8,014</b>		

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Revenue	% Received	Proposed Adjustment	Adjusted Line Item Budget	Justification
JAG Grant	Grant Revenue	607	00	1274	-	-	0.0%	8,014	8,014	Grant Funding
	<b>Increase (Decrease) in budgeted revenue</b>							<b>8,014</b>		

### 6 Lea County Drug Task Force

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Expended	% Used	Proposed Adjustment	Adjusted Line Item Budget	Justification
Lea County Drug Task Force	Prior Year Task Force Grant	608	41	2566	65,000	14,744	22.7%	33,445	98,445	Grant Modification
	<b>Increase (Decrease) in budgeted expenditures</b>							<b>33,445</b>		

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Revenue	% Received	Proposed Adjustment	Adjusted Line Item Budget	Justification
Lea County Drug Task Force	Grant Revenue	608	00	1286	65,000	-	0.0%	33,445	98,445	Grant Modification
	<b>Increase (Decrease) in budgeted revenue</b>							<b>33,445</b>		

## 7 HIDTA Region VI Drug Task Force

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Expended	% Used	Proposed Adjustment	Adjusted Line Item Budget	Justification
HIDTA Region VI DTF	HIDTA Prior Year Grant	609	71	2582	191,940	-	0.0%	168,093	360,033	Grant Modification
	Increase (Decrease) in budgeted expenditures							168,093		

Department	Line Item Description	Fund	Dept	Line	Current Budget	Current Revenue	% Received	Proposed Adjustment	Adjusted Line Item Budget	Justification
HIDTA Region VI DTF	Grant Revenue	609	00	1287	191,940	-	0.0%	168,093	360,033	Grant Modification
	Increase (Decrease) in budgeted revenue							168,093		

Total proposed Revenue Adjustments:	209,552
Less:	
Total Proposed Expenditure Adjustments:	519,552
Net Effect on Budget Cash Position	(310,000)

**BUDGET ADJUSTMENT #1**  
**September 2, 2021**

**SUMMARY OF ADJUSTMENTS**

	Revenue	Expense	Net Effect	Transfers	Budget Adj #3	% Inc. (Dec). In Budgeted Exp
GENERAL FUND (unrestricted)	-	2,015,765	(2,015,765)	(322,917)	39,240,193	5.14%
ROAD FUND	-	-	-	-	17,516,494	0.00%
SPECIAL REV FUNDS (restricted)	209,552	519,552	(310,000)	322,917	51,778,550	1.00%
CAPITAL PROJECTS FUND	-	-	-	-	37,105,285	0.00%
ENTERPRISE FUNDS	-	-	-	-	148,434	0.00%
TRUST & AGENCY (restricted)	-	-	-	-	7,888,967	0.00%
<b>Total</b>	<b>209,552</b>	<b>2,535,317</b>	<b>(2,325,765)</b>	<b>-</b>	<b>153,677,923</b>	<b>1.65%</b>

**Summary By Expenditure Type**

	Revenue	Expense	Net Effect
Operations	209,552	2,535,317	(2,325,765)
Capital	-	-	-
Trust & Agency	-	-	-
	<b>209,552</b>	<b>2,535,317</b>	<b>(2,325,765)</b>

Note: This budget adjustment maintains the State required and County imposed reserve requirements.

**BUDGET ADJUSTMENT #1**  
**September 2, 2021**

**BUDGETED CASH TRANSFERS**

<u>TRANSFERS</u>	<u>CURRENT</u>	<u>ADJUSTMENT</u>	<u>ADJUSTED</u>	
456 - Jal Airport	\$ 500,000.00	\$ 200,000.00	\$ 700,000.00	Fund expenditures
460 - Fairgrounds	\$ 1,000,000.00	\$ 200,000.00	\$ 1,200,000.00	Fund expenditures
401 - General Fund	\$ (76,400,000.00)	\$ (400,000.00)	\$ (76,800,000.00)	Fund expenditures





# Consideration of Lea County Resolution No. 21-SEP-192R Approving the Lea County Indigent Claims Burial/Cremation Report

BURIAL INDIGENT CLAIMS							
	Date Deceased	Date of Birth	Funeral Home	Amount Requested	Type of Burial	Recommendation for Approval	Comments
Claim #1	08/09/2021	10/10/1971	Chapel of Hope	\$600.00	Cremation Fee	\$600.00	Deceased owned no property.
Claim #1	08/09/2021	10/10/1971	City of Hobbs	\$400.00	Opening and Closing fees	\$400.00	Deceased owned no property



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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sslout@leacounty.net](mailto:sslout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/20/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Deanna Gomez, Senior Staff Accountant, Finance	
<b>SUBJECT:</b> Indigent Cremations	<b>ATTACHMENT(S):</b> Reports of Cremations	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1 Resolution	<b>ACTION REQUESTED:</b> Action Item	
<b>BUDGET LINE ITEM NUMBER:</b> 406-132017	<b>FISCAL BUDGET YEAR:</b> FY 21-22	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan:		
<b>SUMMARY:</b> Request for approval to pay cremation and opening and closing fees  Chapel of Hope = \$600.00 for Cremation  City of Hobbs = \$400.00 for opening and closing fees  Total of Request for Payments = \$1,000.00		
<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b>	<b>Submitter's Signature</b> Department Director, Etc.	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Indigent Fund of \$1,000.00. Funds are budgeted and available in 406-132017.	<b>Reviewed by Finance Director</b> <b>Henry C Low Jr</b> <small>Digitally signed by Henry C Low Jr Date: 2021.08.23 16:21:53 -06'00'</small>	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> <u>0208</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. <u>21-SEP-192R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 21-SEP-192R

**A RESOLUTION APPROVING THE LEA COUNTY INDIGENT BURIAL/CREMATION REPORT**

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

**WHEREAS**, decedent died on August 9, 2021 and has been determined to be indigent and owned no property; *and*

**WHEREAS**, Lea County Staff recommends payment of \$400.00 for opening and closing to the City of Hobbs and \$600.00 to Chapel of Hope for cremation.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of Lea County that the payment be made to the City of Hobbs for \$400.00 for the opening and closing fee and \$600.00 to Chapel of hope for Cremation 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 2<sup>nd</sup> day of September, 2021, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

**LEA COUNTY BOARD OF COUNTY COMMISSIONERS**

---

Rebecca Long (District 2), Chair  
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

---

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

**ATTEST:** Keith Manes  
Lea County Clerk

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

By: \_\_\_\_\_  
Teri Davis, Deputy Clerk

\_\_\_\_\_  
John W. Caldwell, County Attorney

# Discussion of the 2021 Lea County Fair & PRCA Rodeo



	2021	BUDGET	2019
TOTAL	\$863,000	\$910,000 5%	\$979,000 12%
SPONSORSHIP	\$205,000	\$300,000 32%	\$345,000 41%
VENDOR RENTAL*	\$ 74,000	\$ 80,000 8%	\$ 81,000 10%
GATE RECEIPTS**	\$292,000	\$300,000 3%	\$325,000 10%
CARNIVAL	\$242,000	\$180,000 30%	\$177,000 37%
RODEO BOX	\$ 43,500	\$ 43,500	\$ 45,000
RV RENTAL	\$ 6,500	\$ 6,700	\$ 5,300

\*REFLECTS RENTAL AND FLAT RATE FEE FROM FOOD VENDORS

\*\*ATTENDANCE: 62,000 (2021) 67,000 (2019) .07%





## REVENUE

	2021	BUDGET	2019
TOTAL	\$863,000	\$910,000 5%	\$979,000 12%
SPONSORSHIP	\$205,000	\$300,000 32%	\$345,000 41%
VENDOR RENTAL*	\$ 74,000	\$ 80,000 8%	\$ 81,000 10%
GATE RECEIPTS**	\$292,000	\$300,000 3%	\$325,000 10%
CARNIVAL	\$242,000	\$180,000 30%	\$177,000 37%
RODEO BOX	\$ 43,500	\$ 43,500	\$ 45,000
RV RENTAL	\$ 6,500	\$ 6,700	\$ 5,300

\*REFLECTS RENTAL AND FLAT RATE FEE FROM FOOD VENDORS

\*\*ATTENDANCE: 62,000 (2021) 67,000 (2019) .07%



## EXPENSES

**2021**

**BUDGET**

**2019**

<b>TOTAL</b>	<b>\$1,324,200</b>	<b>\$1,578,000 16%</b>	<b>\$1,426,584 .07%</b>
<b>ENTERTAINMENT*</b>	<b>\$667,825</b>	<b>\$828,000 19%</b>	<b>\$687,000 3%</b>
<b>RODEO PROD**</b>	<b>\$443,200</b>	<b>\$440,000 1%</b>	<b>\$477,584 7%</b>
<b>ADVERTISING</b>	<b>\$ 75,000</b>	<b>\$175,000 56%</b>	<b>\$125,000 40%</b>
<b>TEMP LABOR</b>	<b>\$ 84,000</b>	<b>\$ 75,000 12%</b>	<b>\$ 93,000 10%</b>
<b>SECURITY</b>	<b>\$ 55,000</b>	<b>\$ 60,000 .08%</b>	<b>\$ 44,000 25%</b>

**\*SEE BREAKDOWN**

**\*\*SEE BREAKDOWN**



## ENTERTAINMENT BREAKDOWN

ARTISTS' FEE	\$359,750
BOOKING AGENT	\$ 45,000
SOUND 7 PRODUCTION	\$157,000
LODGING	\$ 44,450
BACKLINE	\$ 21,625
CATERING	\$ 26,000
STROLLING ACT	\$ 9,000
MISC.	\$ 5,000
<b>TOTAL</b>	<b>\$667,825</b>





# Discussion of the 2021 Lea County Fair & PRCA Rodeo

STOCK CONTRACTOR	\$148,000
PRCA/WPRA PAYOUT	\$154,509
APPLICATIONS	\$ 4,000
RODEO INSURANCE	\$ 44,000
SOUND PRODUCER	\$ 7,500
MEDIA	\$ 4,750
VIP CATERER	\$ 14,000
VET	\$ 9,100
EMT/AMBULANCE	\$ 9,000
VIDEO SCREEN	\$ 22,500
JUDGES	\$ 4,500
ANNOUNCER	\$ 8,750
BARRELMAN/ACT	\$ 9,000
BULLFIGHTERS	\$ 8,300
LODGING	\$ 23,573
RODEO LABOR	\$ 3,000
STOCK FEED	\$ 8,000
MUTTON BUSTIN	\$ 3,500
PRCA PHOTOGRAPHER	\$ 1,250
<b>TOTAL</b>	<b>\$442,200</b>

## RODEO PRODUCTION BREAKDOWN





## REVENUE vs EXPENSES

	2021	BUDGET	2019
REVENUE	\$ 863,000	\$ 910,000 5%	\$ 979,000 12%
EXPENSES	(\$1,324,200)	(\$1,578,000) 16%	(\$1,422,584) .07%
LABOR*	(\$ 165,000)	(\$ 145,000) 13%	(\$ 128,000) 28%
NET	(\$ 626,200)	(\$ 813,000) 22%	(\$ 571,584) .09%

**\*COUNTY EMPLOYEES ESTIMATED**





## 2021 SALE OF CHAMPIONS

	2021	2019
SALE DAY	\$573,500	\$467,750
# ANIMALS SOLD	121	102
ADD-ONS*	\$ 81,018	\$110,500
<b>TOTAL*</b>	<b>\$654,518</b>	<b>\$578,250</b>

**\*AS OF 8/18/2021**





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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssout@leacounty.net](mailto:ssout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/18/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Jim Kemp/General Manager/Lea County Fairgrounds	
<b>SUBJECT:</b> Presentation of re-cap of 2021 Lea County Fair & PRCA Rodeo	<b>ATTACHMENT(S):</b> Power Point Presentation	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> N/A	<b>ACTION REQUESTED:</b> Discussion Item	
<b>BUDGET LINE ITEM NUMBER:</b> N/A	<b>FISCAL BUDGET YEAR:</b> 2021-2022	
<b>STRATEGIC PLAN</b> 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" Section 3.4 Quality of Life 4. Exposure to entertainment?# of entertainment options at County facilities		
<b>SUMMARY:</b> With the postponement of the 2020 Lea County Fair & PRCA Rodeo, the feeling of all involved, was that the 2021 version would be excitedly looked forward to by the many patrons of the County and surrounding areas. The County was prepared to offer our residents a quality and cost friendly nine day event that provided entertainment for the entire family. With many comments during and after our Fair & Rodeo, I believe that the County delivered our goal mentioned above. While it was not known if the shut down of many, many business, along with so many individuals being out of work for 12-14 months, would greatly affect the revenue side of our event, the outcome represented only a five percent decrease of the budgeted revenue. Attendance resulted in not quite a one percent decrease, which was satisfactory considering there are many in our County still choosing to not be a part of large gatherings, due to the virus implications. For those that did attend, they were met with outstanding rodeo performances, fun filled amusement rides and games, exceptional livestock shows, great fiddlers competitions, stilt walking couple, awesome fair food, many arts & crafts handiwork, vendors displaying wares and information in booths and six nights of quality entertainers in the concert area. All in all, our 85th annual Fair & Rodeo was a huge success for the County and the visitors alike.		
<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>	
<b>SUBMITTER'S RECOMMENDATION(S):</b>	<b>Submitter's Signature</b> Department Director, Etc.  Digitally signed by Jim Kemp Date: 2021.08.18 15:10:12 -06'00'	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: There is no financial impact to Lea County with this agenda item.	<b>Reviewed by Finance Director</b>  Digitally signed by Henry C Low Jr Date: 2021.08.23 09:29:00 -06'00'	
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>	
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 	
<b>Item No.</b> <u>0301</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. _____ Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: <u>Discussion</u> Ordinance No. _____ Comments: _____



State and Local Coronavirus Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law on March 11, 2021.

As part of the Local Coronavirus Recovery Funds legislation, \$13.8 million was allocated to Lea County in two equal payments.





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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssstout@leacounty.net](mailto:ssstout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/30/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Michael Gallagher, County Manager
<b>SUBJECT:</b> American Rescue Plan Act of 2021 Funding	<b>ATTACHMENT(S):</b>
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> N/A	<b>ACTION REQUESTED:</b> Discussion Item
<b>BUDGET LINE ITEM NUMBER:</b> N/A	<b>FISCAL BUDGET YEAR:</b> N/A

**STRATEGIC PLAN** Implementation of 5 Year Strategic Plan:  
Section 3.1: "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner"

**SUMMARY:**  
State and Local Coronavirus Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law on March 11, 2021.  
  
As part of the Local Coronavirus Recovery Funds legislation, \$13.8 million was allocated to Lea County in two equal payments.

<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
<b>SUBMITTER'S RECOMMENDATION(S):</b> Discussion of the American Rescue Plan Act of 2021 Funding	<b>Submitter's Signature</b> Department Director, Etc. 
<b>FINANCE REVIEW</b> Fiscal Impact/Cost:	<b>Reviewed by Finance Director</b>
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>
<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 

<b>Item No.</b> 0302 <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. _____ Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: <u>Discussion</u> Ordinance No. _____ Comments: _____

## National Standard related to Fire Hydrants

### NFPA 1 Fire Code

Detached One- and Two-Family Dwellings. Fire hydrants shall be provided for detached one- and two-family dwellings in accordance with both of the following: (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft. (2) The maximum distance between fire hydrants shall not exceed 800 ft.

18.5.3 Buildings Other than Detached One- and Two-Family Dwellings. Fire hydrants shall be provided for buildings other than detached one- and two-family dwellings in accordance with both of the following: (1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 400 ft. (2) The maximum distance between fire hydrants shall not exceed 500 ft.



## National Standard related to Fire Hydrants

TABLE C102.1 REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS<sup>h</sup>

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS <sup>a, b, c, f, g</sup> (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT <sup>d, f, g</sup>
1,750 or less	1	500	250
1,751–2,250	2	450	225
2,251–2,750	3	450	225
2,751–3,250	3	400	225
3,251–4,000	4	350	210
4,001–5,000	5	300	180
5,001–5,500	6	300	180
5,501–6,000	6	250	150
6,001–7,000	7	250	150
7,001 or more	8 or more <sup>e</sup>	200	120

For SI: 1 foot = 304.8 mm; 1 gallon per minute = 3.785 L/m.

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof.
- f. A 50-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 of the *International Fire Code*.
- g. A 25-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2 or 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential Code*.
- h. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

## ISO Insurance Standards and Split Classifications

Emergency communication consists of 10 points in the scorecard and looks at an area's ability to handle and respond to structure fire alarms.

The scorecard is used to determine a one through 10 rating for each area. Some departments have a split classification depending on their jurisdictions.

In the case of a split classification:

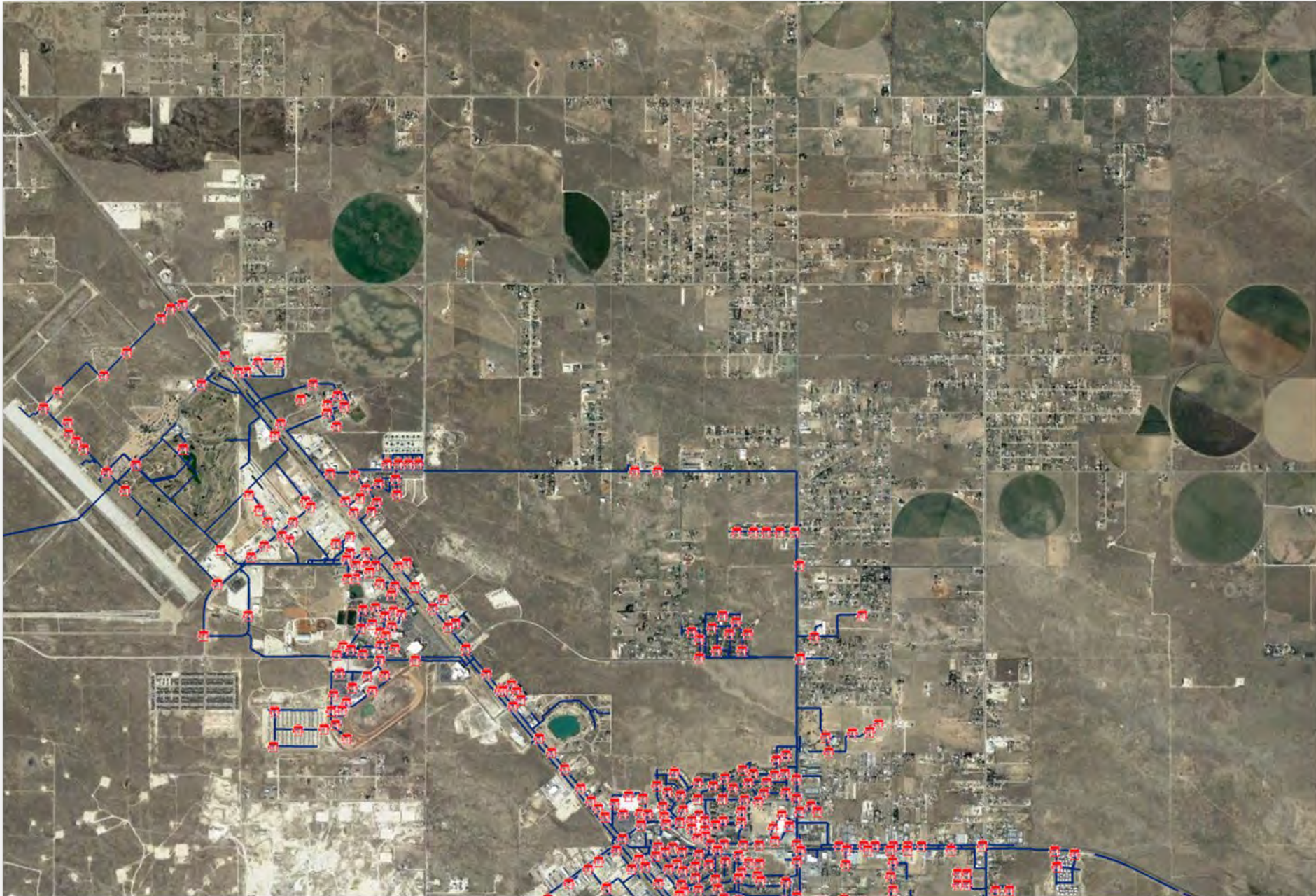
The first number is the classification for areas within 5 miles of a fire station and within 1,000 feet of a water supply.

The second number refers to areas within 5 miles of a fire station, but more than 1,000 feet from a water supply.

There is also a classification ring for areas more than 5 miles from a fire station, but these are usually classified as a 10 — the lowest possible ranking, [according](#) to the ISO.

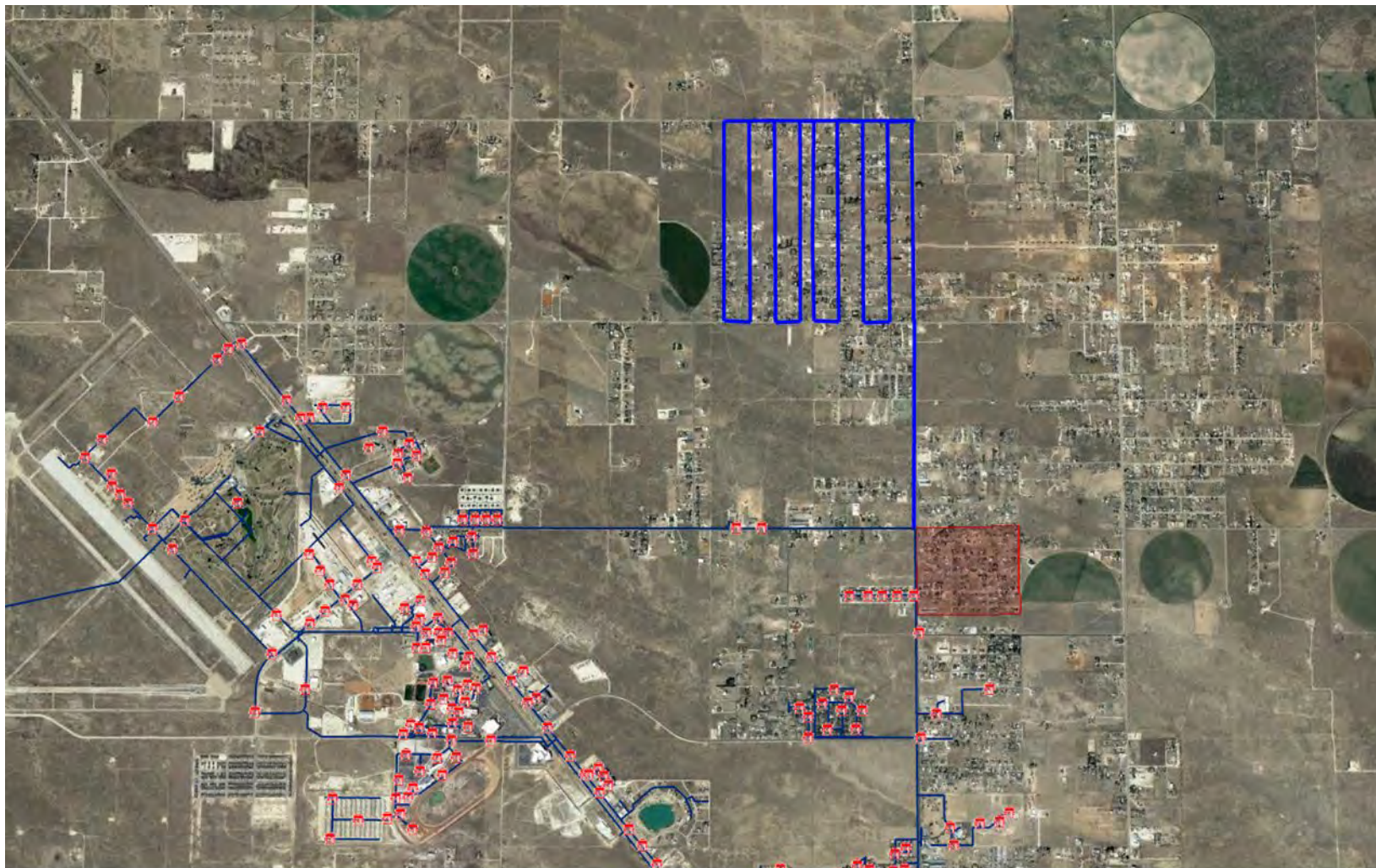


# Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities





# Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities



## Sample Projects

Estimated costs per sample ¼ section project

Piping, hydrants, repairs= \$1.2 – 1.5 million

Estimated costs per sample 1 section project

Piping, hydrants, repairs= \$5-6 million





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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [ssout@leacounty.net](mailto:ssout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: 08/30/2021	<b>SUBMITTED BY</b> Name, Title, Dept: Lorenzo Velasquez, Director, Emergency Management
<b>SUBJECT:</b> Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities	<b>ATTACHMENT(S):</b> None
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> N/A	<b>ACTION REQUESTED:</b> Discussion Item
<b>BUDGET LINE ITEM NUMBER:</b> N/A	<b>FISCAL BUDGET YEAR:</b> N/A

**STRATEGIC PLAN** Implementation of 5 Year Strategic Plan:  
Section 2.3: Continuous communication with the public is beneficial and necessary.

**SUMMARY:**  
Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities

<b>Requested Items Needed for Presentation</b> 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>	<b>See Additional Summary Attached</b> <input type="checkbox"/>
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<b>SUBMITTER'S RECOMMENDATION(S):</b> Discussion of Increasing the Number of Fire Hydrants in Lea County Outside of Municipalities	<b>Submitter's Signature</b> Department Director, Etc. 
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<b>FINANCE REVIEW</b> Fiscal Impact/Cost:	<b>Reviewed by Finance Director</b>
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<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)	<b>Reviewed by County Attorney</b>
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<b>COUNTY MANAGER REVIEW:</b>	<b>Approved by County Manager</b> to be Placed on Agenda 
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<b>Item No.</b> <u>0303</u>		
<b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>		
Approved: _____ Resolution No. _____ Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: <u>Discussion</u> Ordinance No. _____ Comments: _____



COMMISSION MAY CONVENE IN CLOSED SESSION to Discuss Pending Litigation Involving County Records and Pending Litigation Involving a Construction Contract in Central Lea County, as Authorized by NMSA 1978 § 10-15-1 H (7).

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







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

LCBCC Meeting Date: Thursday, September 2, 2021

Submit this summary form & all attachments to the Finance Director [clow@leacounty.net](mailto:clow@leacounty.net) & cc the Executive Coordinator [sslout@leacounty.net](mailto:sslout@leacounty.net) by: **Thursday, August 19, 2021**

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

<b>DATE SUBMITTED</b> mm-dd-yyyy: <p align="center">08/30/2021</p>		<b>SUBMITTED BY</b> Name, Title, Dept: <p>Sandra Brito, Executive Coordinator, Executive Department</p>	
<b>SUBJECT:</b> <p>Other Business</p>		<b>ATTACHMENT(S):</b> <p>None</p>	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> <p>N/A</p>		<b>ACTION REQUESTED:</b> <p>Action Item</p>	
<b>BUDGET LINE ITEM NUMBER:</b> <p>N/A</p>		<b>FISCAL BUDGET YEAR:</b> <p>N/A</p>	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: <p>Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.</p>			
<b>SUMMARY:</b> <p>Any Other Business</p>			
<b>Requested Items Needed for Presentation</b> Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> if checked, how many:    Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:			<b>See Additional Summary Attached</b> <input type="checkbox"/>
<b>SUBMITTER'S RECOMMENDATION(S):</b> <p>Any Other Business</p>			<b>Submitter's Signature</b> Department Director, Etc. 
<b>FINANCE REVIEW</b> Fiscal Impact/Cost:			<b>Reviewed by Finance Director</b>
<b>LEGAL REVIEW:</b> (Note: Travel does not need legal review)			<b>Reviewed by County Attorney</b>
<b>COUNTY MANAGER REVIEW:</b>			<b>Approved by County Manager</b> to be Placed on Agenda 
<b>Item No.</b> <u>0500</u> <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. _____ Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: <u>Any Other Business</u> Ordinance No. _____ Comments: _____	

# Adjourn



Join Us at Our Next Meeting  
on  
Thursday, September 30, 2021 at 9:00 A.M.