



Consideration of Lea County Resolution No. 21-NOV-264R Approving a Memorandum of Agreement Between Lea County and the City of Hobbs Regarding Lea County Funding the Cost of the Lea County Communication Authority Dispatching for Other Municipalities in Lea County

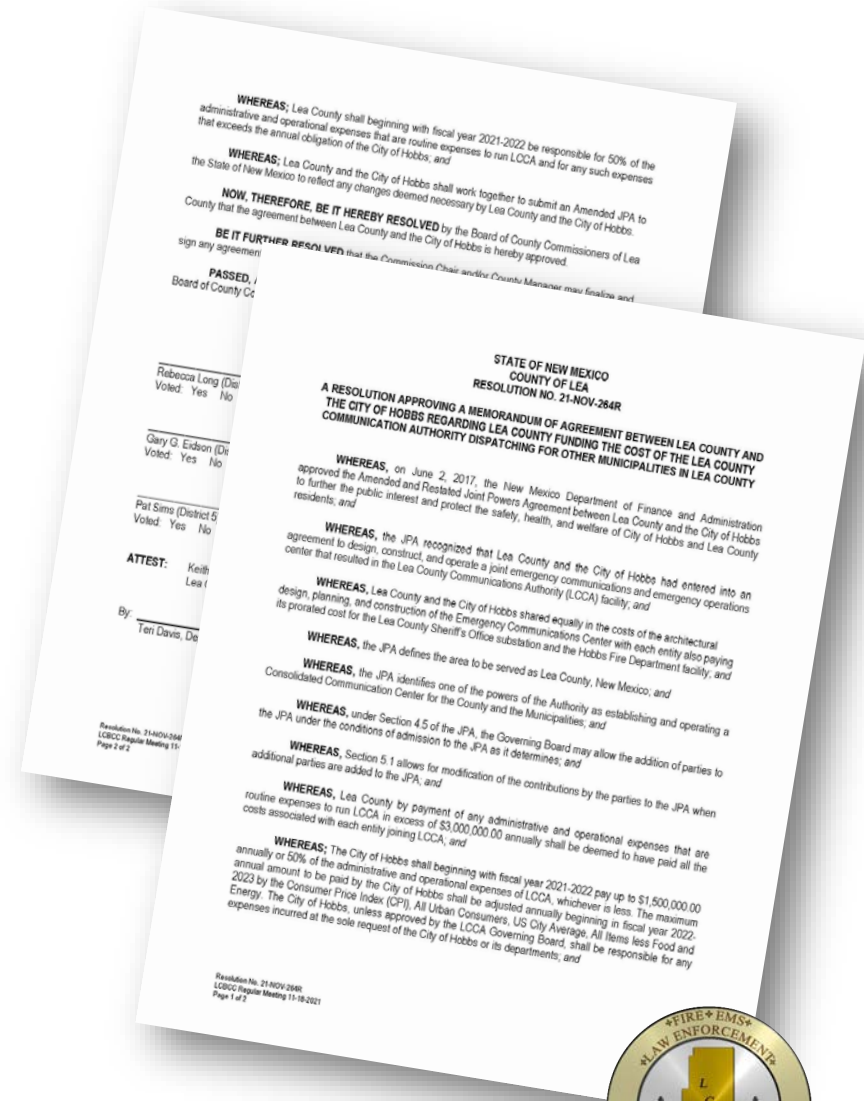
Section 5.1 allows for modification of the contributions by the parties to the JPA when additional parties are added to the JPA.

Lea County by payment of any administrative and operational expenses that are routine expenses to run LCCA in excess of \$3,000,000.00 annually shall be deemed to have paid all the costs associated with each entity joining LCCA.

The City of Hobbs shall beginning with fiscal year 2021-2022 pay up to \$1,500,000.00 annually or 50% of the administrative and operational expenses of LCCA, whichever is less. The maximum annual amount to be paid by the City of Hobbs shall be adjusted annually beginning in fiscal year 2022-2023 by the Consumer Price Index (CPI), All Urban Consumers, US City Average, All Items less Food and Energy. The City of Hobbs, unless approved by the LCCA Governing Board, shall be responsible for any expenses incurred at the sole request of the City of Hobbs or its departments.

Lea County shall beginning with fiscal year 2021-2022 be responsible for 50% of the administrative and operational expenses that are routine expenses to run LCCA and for any such expenses that exceeds the annual obligation of the City of Hobbs.

Lea County and the City of Hobbs shall work together to submit an Amended JPA to the State of New Mexico to reflect any changes deemed necessary by Lea County and the City of Hobbs.



IT ALL HAPPENS HERE™





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

LCBCC Meeting Date: Thursday, November 18, 2021

Submit this summary form & all attachments to the Finance Director clow@leacounty.net & cc the Executive Coordinator sstout@leacounty.net by: **Thursday, November 4, 2021**

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

DATE SUBMITTED mm-dd-yyyy: 11/10/2021		SUBMITTED BY Name, Title, Dept: Michael Gallagher, County Manager	
SUBJECT: MOA Between Lea County & City of Hobbs Regarding Lea County Funding Cost of LCCA Dispatching for Other Municipalities in Lea County		ATTACHMENT(S): Resolution	
NO. OF ORIGINALS FOR SIGNATURE: 1 Resolution		ACTION REQUESTED: Action Item	
BUDGET LINE ITEM NUMBER:		FISCAL BUDGET YEAR:	
STRATEGIC PLAN Implementation of 5 Year Strategic Plan: Section 2.6: Transparency and ethical decision making continue to be the framework in which the county operates.			
SUMMARY:			
Requested Items Needed for Presentation Easels/Laptop/Projector/Etc.: Easel <input type="checkbox"/> If checked, how many: Laptop <input checked="" type="checkbox"/> Projector <input checked="" type="checkbox"/> Other:			See Additional Summary Attached <input type="checkbox"/>
SUBMITTER'S RECOMMENDATION(S): Review & Approve Resolution/MOA			Submitter's Signature Department Director, Etc.
FINANCE REVIEW Fiscal Impact/Cost:			Reviewed by Finance Director
LEGAL REVIEW: (Note: Travel does not need legal review)			Reviewed by County Attorney
COUNTY MANAGER REVIEW:			Approved by County Manager to be Placed on Agenda
Item No. <u>0205</u> RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN			
Approved: _____ Resolution No. <u>21-NOV-264R</u> Continued To: _____	Denied: _____ Policy No. _____ Referred To: _____	Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 21-NOV-264R

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN LEA COUNTY AND
THE CITY OF HOBBS REGARDING LEA COUNTY FUNDING THE COST OF THE LEA COUNTY
COMMUNICATION AUTHORITY DISPATCHING FOR OTHER MUNICIPALITIES IN LEA COUNTY**

WHEREAS, on June 2, 2017, the New Mexico Department of Finance and Administration approved the Amended and Restated Joint Powers Agreement between Lea County and the City of Hobbs to further the public interest and protect the safety, health, and welfare of City of Hobbs and Lea County residents; *and*

WHEREAS, the JPA recognized that Lea County and the City of Hobbs had entered into an agreement to design, construct, and operate a joint emergency communications and emergency operations center that resulted in the Lea County Communications Authority (LCCA) facility; *and*

WHEREAS, Lea County and the City of Hobbs shared equally in the costs of the architectural design, planning, and construction of the Emergency Communications Center with each entity also paying its prorated cost for the Lea County Sheriff's Office substation and the Hobbs Fire Department facility; *and*

WHEREAS, the JPA defines the area to be served as Lea County, New Mexico; *and*

WHEREAS, the JPA identifies one of the powers of the Authority as establishing and operating a Consolidated Communication Center for the County and the Municipalities; *and*

WHEREAS, under Section 4.5 of the JPA, the Governing Board may allow the addition of parties to the JPA under the conditions of admission to the JPA as it determines; *and*

WHEREAS, Section 5.1 allows for modification of the contributions by the parties to the JPA when additional parties are added to the JPA; *and*

WHEREAS, Lea County by payment of any administrative and operational expenses that are routine expenses to run LCCA in excess of \$3,000,000.00 annually shall be deemed to have paid all the costs associated with each entity joining LCCA; *and*

WHEREAS; The City of Hobbs shall beginning with fiscal year 2021-2022 pay up to \$1,500,000.00 annually or 50% of the administrative and operational expenses of LCCA, whichever is less. The maximum annual amount to be paid by the City of Hobbs shall be adjusted annually beginning in fiscal year 2022-2023 by the Consumer Price Index (CPI), All Urban Consumers, US City Average, All Items less Food and Energy. The City of Hobbs, unless approved by the LCCA Governing Board, shall be responsible for any expenses incurred at the sole request of the City of Hobbs or its departments; *and*

WHEREAS; Lea County shall beginning with fiscal year 2021-2022 be responsible for 50% of the administrative and operational expenses that are routine expenses to run LCCA and for any such expenses that exceeds the annual obligation of the City of Hobbs; *and*

WHEREAS; Lea County and the City of Hobbs shall work together to submit an Amended JPA to the State of New Mexico to reflect any changes deemed necessary by Lea County and the City of Hobbs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the agreement between Lea County and the City of Hobbs is hereby approved.

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

PASSED, APPROVED AND ADOPTED on this 18th day of November, 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

**MEMORANDUM OF AGREEMENT
BETWEEN LEA COUNTY AND THE CITY OF HOBBS
REGARDING LEA COUNTY COMMUNICATIONS AUTHORITY**

Lea County and the City of Hobbs enter into the following Agreement:

I. PURPOSE

The purpose of this Memorandum of Agreement (MOA) is to provide a framework for cooperation between Lea County and the City of Hobbs to further the public interest and protect the safety, health and welfare of City of Hobbs and Lea County residents by adding members to the Lea County Communications Authority.

II. BACKGROUND

WHEREAS, on June 2, 2017, the New Mexico Department of Finance and Administration approved the Amended and Restated Joint Powers Agreement (JPA) between Lea County and the City of Hobbs to further the public interest and protect the safety, health, and welfare of City of Hobbs and Lea County residents; and

WHEREAS, the JPA recognized that Lea County and the City of Hobbs had entered into an agreement to design, construct, and operate a joint emergency communications and emergency operations center that resulted in the Lea County Communications Authority (LCCA) facility; and

WHEREAS, Lea County and the City of Hobbs shared equally in the costs of the architectural design, planning, and construction of the Emergency Communications Center with each entity also paying its prorated cost for the Lea County Sheriff's Office substation and the Hobbs Fire Department facility; and

WHEREAS, the JPA defines the area to be served as Lea County, New Mexico; and

WHEREAS, the JPA identifies one of the powers of the Authority as establishing and operating a Consolidated Communication Center for the County and the Municipalities; and

WHEREAS, under Section 4.5 of the JPA, the Governing Board may allow the addition of parties to the JPA under the conditions of admission to the JPA as it determines; and

WHEREAS, Section 5.1 allows for modification of the contributions by the parties to the JPA when additional parties are added to the JPA,

III. AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

A. The City of Lovington, the City of Eunice, the City of Jal, and the Town of Tatum (hereinafter collectively “entities” and separately “each entity”) may each individually join the LCCA, if such joinder is approved by the LCCA Governing Board and as long as the respective governing Board of each municipality approves the joinder no later than December 31, 2021.

B. Lea County by payment of any administrative and operational expenses that are routine expenses to run LCCA in excess of \$3,000,000.00 annually shall be deemed to have paid all the costs associated with each entity joining LCCA.

C. LCCA shall pay Computer Aided Dispatch (CAD) costs limited to the Integrated System Core and Master Tables (Hub), Records Management Suite, Mobile Suite, Professional Service, as defined in quotes received from Motorola Solutions. LCCA will pay for annual maintenance of the system as related to those above-named entities who elect to become members of LCCA.

D. Each entity shall be responsible for the costs of any other CAD modules it desires to have.

E. Each entity shall be responsible for its own infrastructure to support CAD, including but not limited to point-to-point VPN, wireless or cellular connections to mobile, and two-factor authentication as required by CJIS.

F. None of the above-named entities shall be a voting member of LCCA, and none shall have a seat on the Governing Board of LCCA.

G. Lea County shall enter into agreements with each of the above-named entities detailing the financial responsibility of Lea County for those entities.

H. As a condition of admission of the entities and subsequent modification of the contributions of the parties in Section 5.1 of the Amended and Restated JPA, the City of Hobbs shall, beginning with fiscal year 2021-2022, pay up to \$1,500,000.00 annually or 50% of the administrative and operational expenses of LCCA, whichever is less. The maximum annual amount to be paid by the City of Hobbs shall be adjusted annually beginning in fiscal year 2022-2023 by the Consumer Price Index (CPI), All Urban Consumers, US City Average, All Items less Food and Energy. The City of Hobbs, unless approved by the LCCA Governing Board, shall be responsible for any expenses incurred at the sole request of the City of Hobbs or its departments.

I. As a condition of admission of the entities and subsequent modification of the contributions of the parties in Section 5.1 of the Amended and Restated JPA, Lea County shall, beginning with fiscal year 2021-2022, be responsible for 50% of the administrative and operational expenses that are routine expenses to run LCCA and for any such expenses that exceeds the annual obligation of the City of Hobbs. Lea County, unless approved by the LCCA Governing Board, shall be responsible for any expenses incurred at the sole request of Lea County or its departments.

J. Within twelve (12) months from the execution of this MOA, Lea County and the City of Hobbs shall work together to submit an Amended JPA to the State of New Mexico to reflect any changes deemed necessary by Lea County and the City of Hobbs including, but not limited to, the modifications contemplated and outlined herein.

IV. NON-APPROPRIATION

The County's obligation to make payments under the terms of this MOA is contingent upon its appropriation of sufficient funds to make those payments and the New Mexico 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 Agreement will terminate upon written notice of that effect to the City of Hobbs. The determination by the Board of County Commissioners that sufficient funds have not been appropriated through its actions or DFA's actions is firm, binding, and not subject to review.

V. EFFECTIVE DATE

This MOA shall become effective when Lea County has signed it after its having been approved by the City of Hobbs City Commission and signed by the appropriate authorities of the City of Hobbs.

VI. IMPLEMENTATION DATE

The goal is to implement the above-named entities' participation in LCCA no later than January 10, 2022.

VII. TERM OF MOA

This MOA shall be effective for 10 years from the date it becomes effective, unless superseded by an Amended JPA. It may be renewed for terms up to 10 years on the approval of each party's governing board.

VIII. TERMINATION

This MOA, unless superseded by an Amended JPA, may be terminated by either party by providing 120-days advance, written notice to the other party.

IX. AMENDMENT

This MOA may be amended or modified only upon the written, mutual consent of both parties. Any amendment or modification must be approved by the governing board of each party, unless such amendment or modification is to correct a clerical error.

Each person signing below affirms that he/she has been authorized by resolution or act of the respective governing body to enter into this MOA:

FOR THE CITY OF HOBBS:

FOR THE COUNTY OF LEA:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date