

# Consideration of Lea County Resolution No. 22-JAN-012R Approving a Recommendation from the Lea County Fair and Rodeo Board Authorizing an Agreement between Lea County and Ryan Killingsworth to Provide the Arena Rodeo Sound Production Services During the 2022 Lea County Fair and PRCA Rodeo

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

ATTEST: Keith Manes  
Lea County Clerk

By: Teri Davis, Deputy Clerk



STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 22-JAN-012R

A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR AND RODEO BOARD AUTHORIZING AN AGREEMENT BETWEEN LEA COUNTY AND RYAN KILLINGSWORTH TO PROVIDE THE ARENA RODEO SOUND PRODUCTION SERVICES DURING THE 2022 LEA COUNTY FAIR AND PRCA RODEO

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

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

WHEREAS, on October 12, 2021, the Lea County Fair and Rodeo Board voted to recommend that the Board of County Commissioners of Lea County authorize an agreement between Lea County and Ryan Killingsworth as the Rodeo Sound Producer during the 2022 Lea County Fair and PRCA Rodeo at a cost of \$7,500.00.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the contract between Lea County and Ryan Killingsworth 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 13<sup>th</sup> day of January, 2022, by the Lea County Board of County Commissioners in an open meeting in Lovington, New Mexico.

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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





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

LCBCC Meeting Date: Thursday, January 13, 2022

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: **Tuesday, December 28, 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: 12/22/2021		<b>SUBMITTED BY</b> Name, Title, Dept: Jim Kemp/General Manager/Lea County Fairgrounds	
<b>SUBJECT:</b> Approval of Ryan Killingsworth as the Rodeo Sound Producer for the 2022 Lea County PRCA Rodeos		<b>ATTACHMENT(S):</b> 1. Resolution      3. Fair Board minutes 2. Contract	
<b>NO. OF ORIGINALS FOR SIGNATURE:</b> 1. Resolution 2. Contract		<b>ACTION REQUESTED:</b>  Action Item	
<b>BUDGET LINE ITEM NUMBER:</b> 461-33-2503		<b>FISCAL BUDGET YEAR:</b> 2022-2023	
<b>STRATEGIC PLAN</b> Implementation of 5 Year Strategic Plan: 3.4 Quality of Life #4. Exposure to entertainment/#of entertainment options at County facilities 3.1 Accountability "Lea County is responsible for the public's tax dollars in a fiscally conservative and transparent manner"			
<b>SUMMARY:</b> Ryan Killingsworth was selected for the 2019 Lea County PRCA Rodeo and did an exceptional job. After approximately fifteen (15) years of using the services of previous sound person, the Rodeo Committee recommended to the Lea County Fair Board to approve Mr. Killingsworth for 2019. Mr. Killingsworth came highly recommended by the Rodeo Announcer, Andy Stewart, whom Lea County has used for many years. Mr. Killingsworth is responsible for having the sound ready beginning Friday, July 29 through August 6, 2022. This includes multiple events that are excluded from the PRCA performances, such as the Special Rodeo and Queen competitions. After hearing comments from Rodeo Announcer and Barrelman, the Lea County Fair Board recommended approving Ryan Killingsworth at the September 27, 2021 meeting. Ryan Killingsworth's cost will be \$7,500.00, excluding lodging, for the 2022 Lea County PRCA Rodeo.			
<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> It is the recommendation of the Lea County Fair Board Chairman that this resolution be approved.		<b>Submitter's Signature</b> Department Director, Etc.  Jim Kemp <small>Digitally signed by Jim Kemp Date: 2021.12.22 09:17:17 -07'00'</small>	
<b>FINANCE REVIEW</b> Fiscal Impact/Cost: The financial impact to Lea County will be expenditures from the Fair & Rodeo Fund of \$7,500. Funds will be budgeted in 461-33-2503 for FY23.		<b>Reviewed by Finance Director</b>  Henry C Low Jr <small>Digitally signed by Henry C Low Jr Date: 2021.12.22 13:11:21 -07'00'</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> 0405 <b>RECORDING SECRETARY'S USE ONLY ~ COMMISSION ACTION TAKEN</b>			
Approved: _____ Resolution No. 22-JAN-012R Continued To: _____		Denied: _____ Policy No. _____ Referred To: _____	
		Other: _____ Ordinance No. _____ Comments: _____	

STATE OF NEW MEXICO  
COUNTY OF LEA  
RESOLUTION NO. 22-JAN-012R

**A RESOLUTION APPROVING A RECOMMENDATION FROM THE LEA COUNTY FAIR AND RODEO BOARD AUTHORIZING AN AGREEMENT BETWEEN LEA COUNTY AND RYAN KILLINGSWORTH TO PROVIDE THE ARENA RODEO SOUND PRODUCTION SERVICES DURING THE 2022 LEA COUNTY FAIR AND PRCA RODEO**

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

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

**WHEREAS**, on October 12, 2021, the Lea County Fair and Rodeo Board voted to recommend that the Board of County Commissioners of Lea County authorize an agreement between Lea County and Ryan Killingsworth as the Rodeo Sound Producer during the 2022 Lea County Fair and PRCA Rodeo at a cost of \$7,500.00.

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**PASSED AND APPROVED** on this 13<sup>th</sup> day of January, 2022, 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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Voted: Yes   No   Abstain

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

\_\_\_\_\_  
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



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: Ryan Killingsworth

Services Summary Description: Rodeo Sound Production 2022 Fair & Rodeo

Initial Period of Performance shall be through: July 30 - August 6, 2022

Pre-GRT, Total Annual Charges to this contract may not exceed: \$7,500.00

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: Ryan Killingsworth
Department: Lea County Finance	ATTN: Ryan Killingsworth
ATTN: Kelli Ferguson	Title: Owner
Street: 100 N. Main, Ste 4	Street: 1258 Highway 869
City, State, Zip: Lovington, NM 88260	City, State, Zip: Winnsboro, LA 71295
Phone: 575-396-8610	Phone:
Fax: 575-396-5684	Fax:
Cell:	Cell: 318-334-5854
Email: kferguson@leacounty.net	Email: killz78@yahoo.com

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

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 7/30/2022 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 0 additional years, not to exceed a total of 0 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, attorney's fees, costs or actions of any kind resulting from or related to the Contractor's intentional acts, errors or omissions in the

Contractor's performance under this contract. The Contractor's agreement to hold harmless,



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

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

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

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

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

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

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

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

Each party shall be responsible for their respective mediation costs.



**ARTICLE 20 - MERGER OF PRIOR CONTRACTS:** This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

**ARTICLE 21 - NON-APPROPRIATION:** The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

**ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK:** It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

**ARTICLE 23 - PARAGRAPH HEADINGS:** Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

**ARTICLE 24 - PERSONAL LIABILITY:** No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

**ARTICLE 25 - PROCUREMENT CODE:** The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

**ARTICLE 26 - PROPRIETARY INFORMATION:** All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

**ARTICLE 27 - RECORD KEEPING AND AUDITS:** The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.



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

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

**ARTICLE 30 - SOVEREIGN IMMUNITY:**

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

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

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

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

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

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



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

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

**SIGNATURES:**

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

**LEA COUNTY:**

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



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

Tuesday, October 12, 2021 6:00 PM

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

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

Chairman Larry Wheeler called the meeting to order at 6:12 P.M. at the Lea County Fair Board Meeting Room.

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

Also Present: AC Brandy Campbell, BM Cristina Wilhoit

### ITEM 01: FAIR & RODEO BOARD

- Consideration of Approval of the September 27, 2021 Meeting Minutes

No discussion.

**Kris Allen made motion to approve the minutes from the September 27, 2021 meeting. Brian Pointer seconded the motion; motion passed unanimously.**

- Public Comments

No comments from the public.

- Fair & Rodeo Board Member Comments

No comments from the board.

### ITEM 02: ACTION ITEMS

- Consideration of Approval of 2022 WPRA Women's Breakaway Payout Increase

Rodeo Chairman Trey Kerby stated the current payout is \$3,000 and there were 60 entries this year. Mr. Kerby stated the rodeo committee would like to increase entries and gradually increase the payout throughout the next several years to equal the current payout of other events. The 2022 payout would increase to \$7,000.

**Rick Schaap made motion to approve increasing the Women's Breakaway payout to \$7,000. Marcy Butts seconded the motion; motion passed unanimously.**

- Consideration of 2022 LCFR Barrel Man, Matt Tarr

Matt Tarr is currently the backup barrel man for the Wrangler NFR. He is currently ranked in the top 5 barrel men. Mr. Tarr has not yet been to the Lea County PRCA Rodeo.

**Brian Pointer made motion to approve Matt Tarr as the 2022 LCFR Barrel Man. Kris Allen seconded the motion; motion passed unanimously.**

- Consideration of Approval to Renew Rodeo Contracts for 2022

**The current contracts up for renewal for the PRCA Rodeo are:**

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

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



- ✓ Ryan Killingsworth, Rodeo Sound & Production
- ✓ Reita Creek, Rodeo Video Scoreboard Producer
- ✓ Andy Stewart, Rodeo Announcer

**Kris Allen made motion to approve contract renewals for Ryan Killingsworth, Reita Creek, and Andy Stewart. Marcy Butts seconded the motion; motion passed unanimously.**

### **ITEM 03: DISCUSSION ITEMS**

- Discussion of 2021 Livestock Sale and Add-Ons Outstanding

Total Sale (to-date): \$27,208.33

Total Add-Ons (to-date): \$9,700.00

- Rodeo Committee Report

The rodeo committee discussed the following: Matt Tarr (barrel man), Wally Roberts (VIP Catering), removal of steer roping from nightly performances, Women's Breakaway payout increase, mutton bustin' stock, veterinarian bids, Saturday night theme, contract renewals for sound and production, announcer, and scoreboard.

### **ITEM 05: OTHER BUSINESS**

No discussion.

**Trey Kerby made a motion at 6:34 P.M. to adjourn this meeting. Kris Allen seconded the motion; motion carried unanimously.**

**Next Meeting: November 8, 2021 at 6pm**