

STATE OF NEW MEXICO
COUNTY OF LEA
RESOLUTION NO. 22-MAY-108R

**A RESOLUTION APPROVING TERMS OF SPECIAL DETAIL OF THE
LEA COUNTY SHERIFF'S OFFICE DEPUTIES BY THE LEA COUNTY SHERIFF**

WHEREAS, the Board of County Commissioners of Lea County are the body politic and corporate for Lea County and as such has the power necessary and proper to provide for the safety and promote the order of the county for its residents; *and*

WHEREAS, the Lea County Sheriff is the conservator of the peace within Lea County; *and*

WHEREAS, it is sometimes in the interest of the Board of County Commissioners and the Sheriff in fulfilling these responsibilities to provide law enforcement personnel to provide services at certain events; *and*

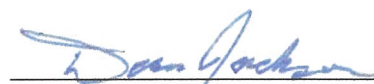
WHEREAS, from time to time event sponsors may need law enforcement services to provide for the safety and security at their events.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners of Lea County that the attached guidance and terms of service for the Special Detail, mandatory and non-mandatory, of Lea County Sheriff's Office Deputies are approved.

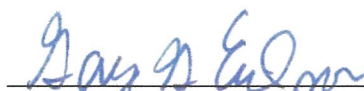
BE IT FURTHER RESOLVED that the Sheriff is charged with ensuring that the laws of the County, the State of New Mexico, and the United States of America are followed in providing such Special Details.

PASSED, APPROVED AND ADOPTED on this 12th day of May, 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), Chair
Voted: Yes No Abstain



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



Rebecca Long (District 2), 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

By: *Teri Davis*
Teri Davis, Deputy Clerk



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

[Signature]
John W. Caldwell, County Attorney

SPECIAL DETAIL GUIDELINES

The Lea County Sheriff's Office (LCSO) receives requests for Deputies to work special events that require a deputy or Deputies be dedicated solely to that event. This duty is called "Special Detail" and will be worked only under the following guidelines:

DEFINITIONS:

Mandatory Special Detail: Duty which, due to the nature of the event, must be filled and to which Deputies will be assigned to work. The event must fall within one or more of the following categories:

1. Any event held on county owned property; or
2. Any County sponsored event; or
3. Any event that is deemed a serious safety hazard to the public.

Non-Mandatory Special Detail: Any Special Detail that does not fall within the Mandatory Special Detail category and for which scheduling is done strictly on a volunteer basis. If the duty is not adequately staffed (i.e., only one deputy signs up for duty that requires two), the duty will not be worked.

Sheriff's Office Authority: Based on the size and nature of the event, LCSO makes the final determination as to the number of Deputies that are sufficient for the event. The requesting organization or individual must pay for the number of Deputies required or the duty will not be worked. During the event, supervision and control of LCSO personnel will remain with the Office and, any LCSO equipment/facilities required for this event will only be used by LCSO personnel in accordance with LCSO policies.

PAYMENT RESPONSIBILITIES:

1. Special Detail is billed at \$60.00 per deputy, per hour. This rate is based upon an average sheriff deputy's overtime rate plus F.I.C.A. tax. The hourly rate will be reassessed annually on July 1st.
2. All Special Detail is billed through the LCSO. Deputies do not accept cash payment. Payment is expected within thirty (30) days of the date of billing.

Individuals or organizations requesting services will be encouraged to contact the on-duty patrol supervisor prior to the event date(s) to determine whether the duty has been filled.

Individuals or organizations that request Deputies for Special Detail are required to sign a written agreement with the LCSO no less than two weeks prior to the date(s) of the event. This requirement may be waived under emergency circumstances.

The LCSO will maintain all original agreements, billing information, and corresponding documentation. Individuals or organizations contracting services with the LCSO will be provided copies of the approved agreement prior to the date(s) of the event.

**CONTRACT BETWEEN LEA COUNTY AND

SHERIFF'S DEPUTY SPECIAL DETAIL** **FOR**

THIS CONTRACT is made the _____ day of _____, 202____, by and between the County of Lea, a political subdivision of the State of New Mexico (hereinafter referred to as "County") and _____ (hereinafter referred to as "Event Sponsor").

RECITALS:

WHEREAS, the Event Sponsor has a need for Lea County Sheriff's Office (LCSO) Deputies to be present at the Event, identified herein, and provide law enforcement services for the duration of the Event; and

WHEREAS, the County provides these services in conformity with its Special Detail Guidelines and this Contract.

The parties to this Contract, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

A. The County shall provide law enforcement services, subject to the provisions contained in this Contract, at the following Event:

B. The date, time (start, end) and location of this Event are as follows:

C. The contact information for the Event Sponsor (name, mailing address and telephone number) is:

D. The County has determined that _____ LCSO Deputies are required to provide services at the Event. The County has further determined that the Event qualifies as Mandatory/Non-Mandatory Special Detail. If, on the day before the Event, the LCSO deems that there are insufficient LCSO Deputies who have signed up for the Non-Mandatory Special Detail, no law enforcement services will be provided by the County, and this Contract shall become null and void at the sole discretion of the County.

2. FEE FOR SPECIAL DETAIL

Event Sponsor shall pay County \$60.00 per hour, per deputy. Payment shall be made in full within thirty (30) days after receipt of invoice from County.

3. STATUS OF SHERIFF'S DEPUTIES

All LCSO Deputies providing Special Detail for this Event are employees of the County of Lea engaged in law enforcement activities, including but not limited to, enforcing all state laws and local ordinances and generally keeping the peace. These LCSO Deputies are governed by the LCSO Rules and Regulations, state law, and local ordinances at all times.

4. INDEMNIFICATION

Event Sponsor agrees to and shall indemnify, defend and hold the County, its elected official, its Deputies, employees, and agents, all and each in their individual and official capacities, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to activities of the Event. County's provision of law enforcement services for the Event in no way creates a partnership or co-sponsorship with Event Sponsor.

5. MISCELLANEOUS PROVISIONS

A. Event Sponsor agrees to pay County reasonable costs, including court fees and attorney's fees, incurred by the County in the enforcement of this Contract.

B. If any part of this Contract is determined to be invalid by a court of competent jurisdiction, all remaining parts shall remain valid and enforceable.

C. Jurisdiction and venue relating to any litigation or dispute arising out of this contract shall be in Lea County, New Mexico.

FOR LEA COUNTY

Corey Helton, Lea County Sheriff
LCSO: 1417 South Commercial Street
Lovington, NM 88260
Tel No. 575.396.8200

FOR EVENT SPONSOR

Printed Name: _____
Address: _____

Tel. No. _____