Board of County Commissioners

Regular Meeting

Commission Chambers

417 Gidding Street, Clovis, NM

January 11, 2024 at 9:00 AM

Final Agenda

I. CALL TO ORDER

Invocation

Pledge of Allegiance by the Melrose High School Girls Volleyball Team

Salute to the New Mexico Flag by the Melrose High School Girls Volleyball Team

Roll Call

Approval of Agenda

II. MINUTES APPROVAL

Changes Made to Minutes - County Clerk's Office

1. **Request Approval of Regular Commission Meeting Minutes of December 19, 2023 - Annie Hogland**
2. **Request Approval of Indigent Board Meeting Minutes of December 19, 2023 - Annie Hogland**

III. RECOGNITION OF VISITORS AND PUBLIC INPUT FOR WHICH NO ACTION WILL BE TAKEN

1. *Public comments will be limited to three minutes per speaker.*

2. *Individuals will be limited to one presentation per meeting, and there will be a maximum of six (6) speakers on each subject.*

3. *To avoid any possible violations of the Open Meetings Act, Commissioners will not respond to comments or answer questions.*

4. *Questions or requests for information **in writing** should be directed to the County Manager during regular business hours.*

IV. PROCLAMATIONS

1. **Request Proclamation Declaring February 2024 as Heart Awareness Month in Curry County - Kathleen Daniel**

V. CONSENT AGENDA

Items listed below are recommended by the County Manager for placement on the consent agenda. These items are placed on the agenda so that the Commission, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any proposal does not meet with the approval of all Commission members, or if a citizen so requests, that item will be heard when reached under the regular agenda.

Motion to place indicated items on the consent agenda by unanimous roll call vote.
Motion to approve or acknowledge all items on the consent agenda by unanimous roll call vote.

1. **Request Approval of Amendment to Professional Services Contract with First American Financial Advisors, Inc., to Strike Paragraph 2A and 2D From the Scope of Work and Reducing Monthly Compensation to One-Thousand Dollars Leaving All Other Terms and Conditions in Effect Through April 20, 2024 - Kendall Kempf**
2. **Request Ratification of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Plateau Telecommunications, Inc. for Installation of Fiber Optic Cable on Conestoga Trail in Between Curry Road 9 and Sumac Trail - Walon Jones**
3. **Request Approval of Agreement of Caliche Donation from Lansford Inc. for 400 Tons of Caliche Rock for Curry Road 20 West of State Road 209 for 1/10th of Mile - Walon Jones**
4. **Request Approval of Professional Services Contract Between Mental Health Resources and Curry County Adult Detention Center for Medication Assisted Treatment and Counseling Services for Detainees for the Term of January 22, 2024 to January 10, 2025 - Kristian Price**
5. **Request Approval of Bid #2023/2024-03 and Professional Services Contract with Morrison Associates for Evaluation Services of the Curry County Substance Use and Mental Health Prevention Program for the Term of January 11, 2024 to January 10, 2025 - Kristian Price**
6. **Request Approval to Enter into Architectural Services Agreement with Formative Architecture for Conceptual Designs for the Mounted Patrol Arena in the Amount of $29,000 Plus GRT Based on the Recommendation from the Mounted Patrol Arena Improvement Committee - Ben Roberts**
7. **Request Approval of Line Item Transfer of $48,500 from the Commission Budget Contingency Line Item 401-12-5627 to the Maintenance Budget Building Repairs Line Item 401-32-5215 - Ben Roberts**
8. **Request Approval to Dispose of Non-Capital Inventory Items Per Attached Listing - Troy Hall**
9. **Request Approval to Dispose of Capital Inventory Item; One 2001 Chevy Blazer - Troy Hall**
10. **Request Approval of Resolution #2024-02 Authorizing Budgetary Adjustments and Revisions in Fund 720 to Increase Revenue and Expenses by Four Hundred Thousand Dollars ($400,000) Due to Award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for Field Volunteer Fire Department Facility Improvements - Troy Hall**
11. **Request Approval to Change the Tuesday, February 13, 2024 Commission Meeting to Thursday, February 15, 2024 at 9:00 a.m. at 417 Gidding Commission Chambers – Seth Martin**

VI. PRESENTATIONS

1. **Presentation of Floodplain Permit Request Frio Draw for the Eastern New Mexico Water Utility Authority – Lance A. Pyle and Jim Honea**

VII. REPORTS OF; BOARDS, COMMITTEES, DEPARTMENTS AND PRESENTATIONS

No Actions will be taken on any reports, discussions, or other informational items.

1. **Presentation of Events Center and Fairgrounds Financial Statements Ending November 30, 2023 – KC Messick**
2. **Adult Detention Center December 2023 Departmental Report - Joe Alaniz**
3. **House Bill 364 Detention Center Restrictive Housing 2023 4th Quarter Report - Joe Alaniz**

VIII. ORDINANCES

1. **Request Action on Notice of Intent Pertaining to Ordinance 2024-01 Establishing Procedures for Local Option District Approval or Disapproval of Liquor Licenses - Lance A. Pyle**
2. **Request Action on Notice of Intent Pertaining to Ordinance 2024-02 Establishing a Liquor License Tax and Fee - Lance A. Pyle**

IX. ACTION ITEMS

1. **Request Action of Bid 2023/24-06 and Contract with Gateway Studios and Production Services for the Purchase and Installation of a Large Format Media Screen and Camera System for the Curry County Events Center at a Cost of Three Hundred Seventy-Nine Thousand, Nine-Hundred Ten Dollars and Twenty-Five Cents ($379,910.25) - Melynda Crouch**
2. **Request Action of Broadview Fire Apparatus Change Order #1 in the Amount of $18,822.00 - Michael Booth**
3. **Request Approval to Purchase One Wildland Fire Apparatus for the Countyline Fire Department for $288,298.52 through AAA FirePro with $280,000.00 being paid from the FY2024 New Mexico Fire Protection Grant and $8,298.52 from the Countyline Fire Department Funds - Michael Booth**
4. **Request Action on Resolution 2024-01 Compliance with the New Mexico Open Meetings Act - Lance A. Pyle**
5. **Request Action of Second Amendment to Memorandum of Agreement of Local Growth Management Committee (LGMC) and Appointment of Two (2) Commissioners to the Armed Forces Support Committee – Lance A. Pyle**
6. **Request Action on Agreement Regarding Surrender Safety Device or Baby Box with Presbyterian Healthcare Services - Lance A. Pyle**
7. **Request Action of Professional Services Contract with Drew Merritt in the Amount of $35,079.68 for a Mural to be Painted on the Mounted Patrol Arena - Seth Martin**
8. **Request Action on First Amendment to Placement Agreement Between Curry County and the United States Air Force to Install and Maintain PFAS/PFOA Monitoring Wells in County Right-of-Ways - Robert Thornton and Daniel Macke**

X. COUNTY COMMISSIONER'S REPORTS

No Actions will be taken on any reports, discussions, or other informational items.

XI. COUNTY MANAGER'S REPORT

No Actions will be taken on any reports, discussions, or other informational items.

XII. INDIGENT BOARD MEETING

1. **Request Action on La Casa Dental Claims for the Month of July 2023 in the Amount of $265.20 - Lance A. Pyle**
2. **Request Action on La Casa Dental Claims for the Month of August 2023 in the Amount of $1,119.95 - Lance A. Pyle**
3. **Request Action on La Casa Medical Claim for the Month of August 2023 in the Amount of $112.45 - Lance A. Pyle**

XIII. FUTURE AGENDA ITEMS

XIV. ADJOURNMENT

Next Commission Meeting is Scheduled for Tuesday, February 13, 2024 at 9:00 AM

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 a hearing or meeting, please contact the Curry County Manager at 575-763-6016 at least one (1) week prior to the meeting or as soon as practical. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Curry County Manager at 575-763-6016 if a summary or other type of accessible format is needed.

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: January 11, 2024
SUBJECT: **Request Approval of Regular Commission Meeting Minutes of December 19, 2023 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- 253 121923 Regular.pdf

I – CALL TO ORDER

Attendee Name	Title	Status	Arrived
Robert Thornton	Chairman	Present	9:00 AM
Seth Martin	Vice Chairman	Present	9:00 AM
Fidel Madrid	Commissioner	Present	9:00 AM
Brad Bender	Commissioner	Present	9:00 AM
Dusty Leatherwood	Commissioner	Present	9:00 AM

Invocation

Pledge of Allegiance and Salute to the NM Flag by Austyn Johnson, Aiden Kern, Dylan Matekaitis and Daleyza Chaparro-Tapia

Approval of Agenda

Pyle requested removal of executive session. Martin requested Action Items 26, 27, and 28 be heard after presentations, as action items 1,2,3.

Martin moved to approve agenda as amended.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

II – MINUTES APPROVAL

Changes Made to Minutes - County Clerk's Office - No changes.

1. Request Approval of Regular Commission Meeting Minutes of November 14, 2023 - Annie Hogland

2. Request Approval of Indigent Board Meeting Minutes of November 14, 2023 - Annie Hogland

Bender moved to approve Regular Commission Meeting Minutes and Indigent Board Meeting Minutes of November 14, 2023.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

III – RECOGNITION OF VISITORS AND PUBLIC INPUT FOR WHICH NO ACTION WILL BE TAKEN

Art Schaap addressed Commission speaking of his recent experiences with CAFB and the drilling and testing of wells on private lands. Asked Commission to allow landowners to keep their property rights.

Daniel Vander Dussen, landowner on the eastern side of CAFB, addressed Commission stating communication between CAFB and landowners has not been good. Dairies already take quarterly samples to stay in regulation and keep permits with NMED. As of December 1, Vander Dussen has filtered over 300 million gallons of water for PFAS on his own dime. CAFB is a great neighbor besides the contamination problem.

Christopher Gierke, Restoration Project Manager at CAFB, stated he understands the concerns. PFAS is an emerging contaminate and so there are no promulgated standards currently. When EPA does eventually list this as a hazardous waste, Air Force Civil Engineer Center (AFCEC) will have different means to address those issues. Until then, AFCEC will address human drinking water source. AFCEC has cut off all those pathways and are now performing pilot studies; it will pull water from the aquifer, clean it, and put it back into the ground. Engineering Evaluation Cost Analysis will inform AFCEC if PFAS is being capturing at all. If not, AFCEC will expand the process and put additional extraction and injection wells, as needed, to get full capture. Intent is to capture everything that is going off base. Currently working with the State Office of Engineers (OSE) and ensuring there will be no impact to off-base water rights. As data is collected, it will help determine if these systems are working. As part of the remedial investigation, AFCEC is required to install monitoring wells outside of where samples have been collected to delineate both the nature and extent (how wide/far/deep) plume has migrated off base. Also looking at an additional project of monitoring of ground water flow. Getting monitoring wells installed, collecting the data, and piecing the data together to eventually look at a plant of some sort to address contamination off base. As far as communication, AFCEC has had public meetings. CAFB does not control the investigation itself; AFCEC is driving this. What is helpful is getting the EPA, USDA, and all these different agencies to set regulations because it will feed into what AFCEC can do in the long run and get to those cleanup measures sooner.

Vance Dewbre addressed Commission, stating County has a duty to see if this is legally possible to allow drilling on county roads; does not want another well drilled on his property without compensation.

Gierke stated he is working with OSE and there should be no legal issues with the water rights.

IV – PROCLAMATIONS

1. Request Proclamation Declaring January 15, 2024 as Martin Luther King Jr. Day of Service in Curry County - Fidel Madrid

Madrid read aloud proclamation. The Clovis Dr. Martin Luther King Jr. Commission will organize an Art, Essay and Speech Contest for kindergarten through 12th grades, host the 33rd Annual Scholarship Breakfast on Saturday, January 13, and the Symbolic Walk and Rally on Monday January 15. Commission encouraged citizens of Curry County to pay tribute to the life and works of Dr. Martin Luther King Jr. through civic, community, and service projects. **Thornton stated it is hereby proclaimed.** Joyce Pollard was recognized.

V – CONSENT AGENDA

1. Request Approval of Accounts Payable Checks #147875 thru #148253; Payroll Check #54885 thru #54933; Direct Deposit Payroll Checks #77265 thru #77589 Purchase Card Expenditures 10/14/23 thru 11/12/2023 for a Total of $4,283,946.45 - Troy Hall

2. Request Approval to Dispose of Non-Capital Inventory Items Per Attached Listing - Troy Hall *(See Book 11 Page 538)*

3. Request Approval to Purchase One 2024 Ford Explorer for the Curry County Administrative Office Utilizing Statewide Price Agreement #00-00000-20-00121 from Salary and Benefits Savings in the Amount of $39,894 - Lance A. Pyle

4. Request Approval for Purchase of iPads and Associated Equipment for Use in Commission Chambers at a Total Cost of $2,770.05 - Todd Ulses

5. Request Ratification of Fiscal Year 2024 Federal Matching Fund Grant Award Agreement in the Amount of $30,000 to Fund the County's Match for the Safe Streets for All Grant Program - Kristian Price

6. Request Approval of Fiscal Year 24 Regional Recreation Centers Quality of Life Grant Award Agreement in the Amount of $376,850 to Purchase and Install a Playground at the Curry County Fairgrounds - Kristian Price

7. Request Approval of Contract Between the Curry County Health Council and Prevention Works Consulting to Develop and Implement Social Marketing Campaign for Curry County - Kristian Price

8. Request Approval of Professional Services Contract with Prevention Works Consulting to Provide Technical Assistance to the DWI Team and Assist with the Implementation of the Social Health Media Campaign 'Be Above the Influence' - Kristian Price

9. Request Approval of Interlocal Agreement Between the City of Clovis and Curry County for Equipment Purchases for the Curry County Sheriff's Office - Kristian Price

10. Request Approval of Memorandum of Understanding Between Curry County DWI Program and Clovis Municipal Schools to Provide Technical Assistance with the Implementation of Positive Action for Grades K-5 - Kristian Price

11. Request Approval of Memorandum of Understanding (MOU) Between Curry County Foster Grandparent Program and James Bickley Elementary School for a Period of Three (3) Years Beginning on January 1, 2024 through December 31, 2027 to Maintain Compliance with Federal and State Regulations - Suzanne Zamora

12. Request Approval of Memorandum of Understanding (MOU) Between Curry County Foster Grandparent Program and Cameo Elementary School for a Period of Three (3) Years Beginning on January 1, 2024 through December 31, 2027 to Maintain Compliance with Federal and State Regulations - Suzanne Zamora

13. Request Approval of Memorandum of Understanding (MOU) Between Curry County Foster Grandparent Program and Highland Elementary School for a Period of Three (3) Years Beginning on January 1, 2024 through December 31, 2027 to Maintain Compliance with Federal and State Regulations - Suzanne Zamora

14. Request Approval of Memorandum of Understanding (MOU) Between Curry County Foster Grandparent Program and Zia Elementary School for a Period of Three (3) Years Beginning on January 1, 2024 through December 31, 2027 to Maintain Compliance with Federal and State Regulations - Suzanne Zamora

15. Request Approval of Memorandum of Understanding (MOU) Between Curry County Foster Grandparent Program and Hope Children's Home for a Period of Three (3) Years Beginning on January 1, 2024 through December 31, 2027 to Maintain Compliance with Federal and State Regulations - Suzanne Zamora

16. Request Approval to Apply for a One (1) Year Grant Beginning July 1, 2024 and Ending June 30, 2025 from AmeriCorps Seniors for the Foster Grandparent Program in the Amount of $62,109 with a Minimum 10% State and Local Match (Combined) - Suzanne Zamora

17. Request Approval of First Amendment to Contract with Nurstead Consulting Services - Kristian Price

18. Request Approval to Apply for a One (1) Year Grant Beginning July 1, 2024 and Ending June 30, 2025 from AmeriCorps Seniors for the Senior Companion Program in the Amount of $62,109 with a Minimum 10% State and Local Match (Combined) - Susan Baysinger

19. Request Approval to Appoint Commissioner Seth Martin, Kevin Spears, Ben Roberts, a Representative from the Sheriff's Office and Representative from the High Plains Historical Foundation, Inc. to Selection Committee for Photos to Hang in the Courthouse Corridor and Courthouse Art in Public Places - Ben Roberts

20. Request Approval of Professional Services Agreement with KWA Engineering in the Amount of $25,622.25 Plus GRT for Engineering Services for the Adult Detention Center Parapet Wall Reconstruction - Tyler Kelley
21. Request Ratification of Cost Overrun Grant Agreement with the New Mexico Department of Finance and Administration in the Amount of $63,000 to be Used Towards the County Museum - Ben Roberts
22. Request Approval of Agreement with the New Mexico Department of Finance and Administration Local Government Division for Capital Appropriation Project 23-H2951 in the Amount of $1,024,000 for the Livestock Pavilion Construction - Ben Roberts
23. Request Approval of Agreement with the New Mexico Aging and Long-Term Services Department for Capital Appropriation Project A22G-5312 in the Amount of $43,500 for New Flooring in the La Casa Senior Center - Ben Roberts
24. Request Ratification of Easement Agreement with Plateau Telecommunications, Inc. to Install Fiber Optic Line to the New Extension Building - Ben Roberts
25. Request Approval of Revised Agreement with Advanced Tower Services LLC to Install a Communications Tower in Field in the amount of $299,008.47, including GRT with the cost being paid from the FY 2023 Fire Protection Grant Awarded to the County - Ben Roberts
26. Request Approval of Agreement with Advanced Tower Services LLC to Install a Communications Tower at Countyline Fire Department in the Amount of $299,008.47, Including GRT with the Cost Being Paid from the FY 2024 Fire Protection Grant Awarded to the Curry County Fire Administration - Ben Roberts
27. Request Ratification of Property Entrance Application/Permit from Lawrence Appling for Two 24" Culverts to be Installed at 1162 CR 23 - Walon Jones
28. Request Ratification of Property Entrance Application/Permit from Michael Jacobs for a 18" Culvert to be Placed on CR 12 Between CR AK and SR 268 - Walon Jones
Martin moved to place items 1-28 on Consent Agenda.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

Martin moved to approve items 1-28 on Consent Agenda.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

VI – PRESENTATIONS

1. Presentation on Melrose Municipal Schools Infrastructure and Plans for New School – Brian Stacy

Brian Stacy, Superintendent of Melrose Schools, provided presentation, stating the main building will be 100 years old in May, while the newest building on campus was built in 1981. An outside vendor was hired to develop a facility master plan. Under the facility master plan, there are five major systems needing replaced: sewer system, waterlines, doors, roof, and things of that nature. Melrose Schools sought capital funds through the Public Schools Facility Authority (PSFA), but after an inspection of the schools and repairs completed over last five years, PSFA recommended a standards-based award rather than a systems-based award. A standards-based award requires a tear down and rebuild. Stacy explained all public-school buildings in NM are categorized as need based. Every year PSFA ranks top 100, and school rank determines funding needs for projects. Currently, Melrose is ranked #62. A couple of public forums were held about a month ago to inform community of the issues. If Melrose seeks the systems-based award, the state will allow for two systems. Melrose Schools has five major systems that need replacement. Stacy added the State wants to 'right size' Melrose. School is currently 113,000 sq ft of space and the state wants to decrease to 59,000 sq ft. The schools were built for 450 students; currently has 300. Stacy reached out to superintendents throughout the state with plans in place; understands biggest hurdle is 'right sized' school; whereas schools grow and no longer have adequate space. Stacy does not want to build a school half the size of the current school and has concerns with demolishing the historic buildings on campus. Martin shared concerns of demolishing historic portions of the school, specifically those built during the Works Progress Administration (WPA). Understands citizens of Melrose wish to preserve and maintain the integrity of the buildings and art work during WPA. Martin would like to see the County and Melrose work together in preserving the historic portion of the schools. Bender asked Stacy if there was any space not utilized. Stacy confirmed there is no dead space/empty rooms. Thornton asked Stacy to keep County involved moving forward.

VII – REPORTS OF; BOARDS, COMMITTEES, DEPARTMENTS AND PRESENTATIONS

1. Update on the Livestock Pavilion Construction Project - Monte Graham

Graham provided update stating foundations are being worked on with block layers, site utilities, electrical and plumbers currently onsite working from the north side of the building toward the

south. The west and east side foundations are placed. Metal building production is ahead of schedule. Building delivery was set for mid-January and the first four trucks will arrive on December 22 and 23; four more on December 29; and the last trucks to arrive January 3-4, 2024. Martin commended Weil Construction and the local contractors involved.

2. Presentation of Events Center and Fairgrounds Financial Statements Ending October 31, 2023 – KC Messick

Messick provided October financials stating six events hosted. Total indirect expenses: actual $81,406; current budget $78,495; variance $2,911. Utilities were $8,203 and $1,721 under budget. Gross revenue for the year through month of October was $474,051; projected gross income is $799,165. Direct event revenue was $407,149; $44,504 above budget, and $56,229 under budget overall for 2024 FY, directly due to the increase in revenue for the Curry County Fair and increase in number of events and event revenue. Events: Pregnancy Resource Center Banquet, Lion's Club Gun Show, Farm Safety Days, High School Rodeo, Haunted Fairgrounds and annual Halloween Party. Thornton asked about accounts receivable. Messick explained the first is a bill expected to be paid by Wright's Amusement for the Clovis Police Department. The second was sponsorship for the fair, which has since been paid.

3. Detention Departmental Report for November 2023 - Joe Alaniz

Melissa Lujan presented. ADC November 2023 Population Data - ADP: 182; Total Detainee Bookings: 142; Total New First Time Bookings: 46; Total Previous Bookings: 96; Total Females Booked: 28; Total Males Booked: 114; Released Males: 107; Released Females: 31; Total Male Felonies: 541; Total Female Felonies: 209; Total Male Misdemeanors: 418; Total Female Misdemeanors: 251; Total Sentenced Detainees: 22. Four staff from Mental Health Resources, Inc. Clovis were given a tour of the facility on November 21. The tour was a first step in the collaboration to provide services to the facilities population. Collaboration would assist in the following: Determine status of Medicaid eligibility; Establish and maintain an agency-to-agency referral system, prior to discharge, to support CCADC detainees with severe mental illness (SMI), or substance abuse disorder (SUD), as defined by the State of New Mexico; Provide joint trainings and networking opportunities to CCADC staff as needed. Audit and Inspection: NMC Standard SS-04 Sanitation: the facility complies with all applicable fire, safety and sanitation laws and regulations of the governing jurisdiction. The following inspections are implemented: weekly fire, safety and sanitation inspections of all facility areas by a qualified staff member; testing of safety equipment at least quarterly; comprehensive and thorough monthly inspections by a qualified staff member; at least annual inspections by federal, state, and/or local officials or other qualified person(s). Overtime report from pay period of November 12 - 25: ADC time and half above 86 hours total: 301.82. Juvenile Detention billing: Lea County Juvenile Detention Center: 6 detainees, 78 days, $19,500.00; Dona Ana County Juvenile Detention Center: 1 detainee, 30 days, $6,000.00; Adult Detention billing: NM Department of Corrections $4,582.00; Adult Probation and Parole $28,536.00; Quay County $3,000.00; Luna County $375.00; Santa Fe County $75.00; totaling $42,507.

4. Road Department Report for October and November 2023 - Walon Jones

Completed projects: CR 21 from CR N to CR K - 3 miles caliche, CR 15 from NM 268 to CR AI - 1-mile caliche. All LGRF 2023, TPF 2023 and Capital Outlay 2022 projects are closed. Currently working on CR 8 from CR V to CR X and CR V from US 60/84 to CR 8; estimated completion in February. CR 19 from CR E to CR H will being in March. Road department to begin LGRF 2024 projects - 12 miles of caliche. Miles worked: 398.12 miles bladed, 195.53 miles shredded, 61.88 miles patched. Commission allocated Mack Dump Truck is still in production; expected delivery is February. There is one general maintenance position open. Currently closed roads are CR 17 from NM 108 to CR C and CR 22 from CR F to CR G. Thornton suggested a gate to keep traffic off CR 17. Jones: gates were placed on CR 22 and lasted two days when someone drove through it. Gates can be placed on CR 17 as well. Jones suggested discussing CR 17 and CR 22 at next road committee meeting.

5. Update on Improvements to the County Museum Building - Ben Roberts

Roberts provided update stating HVAC is finalized. Other improvements include new rollup door on north side, new roof and exterior wall panels, door being relocated from west to south side with canopy overhead. Interior framing has begun and ready for electrical. Moving forward: brick veneer wainscoting on west and south side of building about 4' up, new lighting installation, and drywall on the ceiling.

VIII – BOARD OF FINANCE

Thornton moved to enter Board of Finance at 10:30am.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

1. Presentation, Update, and/or Direction on Curry County Investments and Financial Outlook - Introducing Jason Mullins, Creative Financial Strategies – Kendall Kempf, Rob Burpo and Jason Mullins

Kempf provided update. Current balances: NMB&T $13.1 million, ARP $1.07 million; interest income from the bank for November was $24,000. Factors contributing to the higher than normal

balance: Fire Protection Fund $1.6 million; GRT $1.1 million and tax collections of $14.63 million of 2023 taxes from December 12 with total tax roll being $26.36 million. This put the County at 56% collected compared to 58% last year. Distribution and outstanding checks will offset balance: $4.1 million checks go out this day for distributions; $5.2 million go out in less than 30 days; and $1.9 million go out in January for yearly insurance payments. In the next 30 days or less the County is looking at a balance of about $3 million in the bank. Will be kept there dependent on bank interest. Fidelity balance at the end of November was $33.32 million. Since November 30, the County's investment account has increased by $272,409. Growth came from three places: Capital gains distribution of $8,159 from portfolio manager; Interest income from managed portfolios of $85,260.48; Interest income from two short term treasury bills of $25,786.60; and growth in portfolio holdings of $153,203.65. Kempf: This morning the County reinvested $5,020,000 in a one-month treasury bill earning 5.32%; should earn the County about $22,255 in one month. Bender asked what the plan is for the next few months to fill the financial advisor vacancy. Kempf: RFP is being rewritten; hopes of a quick turnaround, possibly March or April. Kempf added the County has administrative help with Rob Burpo; it was discussed in Finance Committee to continue the account as is. Bender asked about investments coming due at end of December. Kempf: investments are in place; roll over does not involve investing advice; it is administrative and will roll over within the same fund. Thornton asked why it took so long to begin RFP process. Kempf: Finance Committee is reviewing policy and advisor compensation. Advisor compensation could increase 10 times the current amount if County took advise from others. Finance Committee is now coming to consensus for a fee-based structure in the RFP.

Thornton moved to exit Board of Finance at 10:40am.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

IX – PUBLIC HEARING

Thornton moved to enter Public Hearing at 10:41am.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

1. Public Hearing Pertaining to Proposed Action on Liquor License for BW Gas & Convenience Retail, LLC DBA Allsups, Located at 1017 State Road 311 Clovis, New Mexico - Lance A. Pyle

Pyle stated County received application for liquor license #4052 for BW Gas & Convenience Retail, LLC dba Allsups at 1017 State Road 311, Clovis, NM. Notice of the Public hearing was published November 15 and 19 in the Eastern New Mexico News, and posted on the County website. DeeDon Bates, Alcohol Director, stated Allsups has received no complaints. Thornton asked if anyone from the public wished to speak for or against the issue. No public input.

Martin moved to exit Public Hearing at 10:43am.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

X – ACTION ITEMS

1. Request Action of First Amendment to Placement Agreement Between Curry County and the United States Air Force to Install and Maintain PFAS/PFOA Monitoring Wells in County Right-of-Ways - Robert Thornton

Thornton stated the changes should be made to paragraphs 3 and 11, instead of paragraphs 1 and 9. Thornton read aloud: *The Government will be responsible for assuring submission of the required applications for work, excavating, boring, cross-cut, or other cuts on county roads from the Curry County Road Department Office. A separate application per well site and a traffic control plan will be required for any and all work in the county right-of-way. The Government, or its subcontactors, shall be responsible for applying for and obtaining any and all permits, licenses, or approvals from all required entities, including the State of New Mexico, for the purposes of this Agreement, including any permits, licenses or approvals necessary to access the underground water at issue.* Thornton stated it was implied there that the government would be responsible for obtaining drilling permits from the Office of the State Engineer (OSE) and to include permission from the landowner. All the County has is the right-of-way and the County is only allowing access to that right-of-way. Anything beyond that would go through the permit process. This allows for the landowner or neighbors to contest. To drill a well, they would first have to get the landowner's permission, because it is their property. Macke: The County is providing access and the rest lies in the hands of OSE. If OSE determines the placement agreement with CAFB is not sufficient for their purposes, then the placement agreement is probably no good. Martin stated the real concern is with the rights of private property owners. Martin does not agree with a blanket easement but says this pushes due diligence onto Air Force Civil Engineer Center (AFCEC) to contact landowners for permission as the County or AFCEC does not own that property. Martin explained

he contacted a lady yesterday whose group she is involved in is currently dealing with CAFB right now on a type of easement to the northwest. Martin asked her if she would be willing to take this on with her group in negotiating these easements for the landowners. Martin: This lady is going to check with the board to see if they would be able to do this process. Thornton stated County would still have to allow access to the right-of-way even if the landowner agrees to allow access. Macke: The underlying review the County took when this was first drafted is that it would still have to comply with County Road Policy. Macke: Other similar placement agreements are not foreign to this Commission. The Commission has authorized placement agreements with utility companies in the County rights-of-way and those placement agreements, as Macke reads them, were previously drafted in a way to comply with the road policy. Statute stated the County authorizes that and the County has that ability within the right-of-way now, even below the surface. Macke added this is a different issue, County is allowing the access but OSE and land owner still must sign off on it. Thornton clarified these are strictly monitoring wells. Martin: Main concern is to ensure proper procedure is followed and nothing is violating private property. Thornton asked if Martin feels the County is doing what it needs to do as far as allowing access. Martin does not feel the County should grant access through easements prior to AFCEC securing permission from OSE and landowners. Bender asked Gierke if AFCEC would have to go to the landowner and seek approval, assuming Commission approves this amendment. Gierke stated this was first looked at as previous utility easements and not really understanding whether the County owned the property or how it works. The government looked at it like any other utility easement because there is no withdrawing of water except for the small samples. The contractors still have to obtain those permits and meet all requirements. Gierke: We have permits approved for three wells on SR 467 and the rest are pending. Martin suggested AFCEC obtain approval from OSE and landowner prior to access being granted by the County. Vance Dewbre: Approval on SR 467 is state land. Macke clarified Commission still must sign off on each individual well under the policy. **Martin moved to make second amendment to the agreement requiring signature and approval of landowners prior to any access through Curry County's easements.** No second. *Macke explained initially the Commission would be tabling this amendment in favor of another draft of the first amendment. Thornton suggested Commission table this action, add the language suggested by Martin, and revisit action at the next Commission meeting.*

Thornton moved to table.

RESULT:	**TABLED [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

2. Request Action of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Brice Environmental will Subcontract Cascade Drilling for Groundwater Monitoring Wells to be Installed on Curry Road P Between State Road 467 and South Gunship Road at Cannon AFB and Curry Road P Between State Road 467 and Curry Road 6 - Walon Jones

Martin moved to table item.

RESULT:	**TABLED [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

3. Review Letters of Interest and Action/Direction on Appointment of a New Curry County Assessor Through December 31, 2024 - Robert Thornton

Thornton moved to appoint Sam Kelley as County Assessor through December 31, 2024.

RESULT:	**APPROVED BY ROLL CALL VOTE [3 TO 2]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Robert Thornton, Fidel Madrid, Dusty Leatherwood
NAYS:	Seth Martin, Brad Bender

4. Request Action on Liquor License for BW Gas & Convenience Retail, LLC DBA Allsups #102045, Located at 1017 State Road 311, Clovis, New Mexico - Lance A. Pyle

Bender moved to approve Liquor License for BW Gas & Convenience Retail, LLC DBA Allsups #102045, Located at 1017 State Road 311, Clovis, New Mexico.

RESULT:	**APPROVED BY ROLL CALL VOTE [4 TO 1]**
MOTION:	Brad Bender, Commissioner
SECOND:	Seth Martin, Vice Chairman
AYES:	Seth Martin, Brad Bender, Fidel Madrid, Dusty Leatherwood
NAYS:	Robert Thornton

5. Request Action on the 2024 Curry County Fair Entertainment Budget – Kyle Messick

Messick: 2024 Curry County Fair is scheduled for August 13-19, 2024. Fair entertainment budget: Hispanic Heritage Night headliner $22,000; support/opening act $8,000; Country Concert Night headliner $22,000; support/opening act $8,000; Tejano Concert Night and Country Concert Night

audio production - Key West Concerts $16,000; Entire fair Midway Entertainment and Battle of the Bands $15,000; Entire fair hotel hospitality $5,500; Mounted Patrol Entertainment Nights Rodeo $31,000; Tejano and Country Night other hospitality per contract hospitality riders $1,550; Total $129,050.

Thornton moved to approve the 2024 Curry County Fair Entertainment Budget.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

6. Request Action of Broadview Fire Apparatus Change Order #3 in the Amount of $5,902.00 - Ben Roberts

Roberts stated the truck was ordered two years ago and there are price changes on items. A breakdown of the surcharges is included in change order.

Thornton moved to approve Broadview Fire Apparatus Change Order #3 in the Amount of $5,902.00.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

7. Discussion and Request Direction on Location of Playground at Fairgrounds - Kristian Price

Price provided an overview of the proposed playground stating this may be the first ADA assessible playground owned by Curry County. General playground equipment includes: sensory play area, market café, ADA assessible We-Go-Swing, tractor, and planet. Price: goal is to incorporate many different age groups. Proposed locations: #1 current site of the Ag barn; #2 near Old House and museum; #3 grass arena; #4 next to Events Center and parking lot. Price: location #1 is most preferred and was written in the application. Leatherwood confirmed Ag barn was approved to be demolished. Martin confirmed it was previously planned to preserve the grass arena. Leatherwood and Thornton suggested an age limit sign.

Thornton moved to approve installation of playground at proposed location number 1 at fairgrounds, where old ag building is.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

8. Request Action to Purchase an ADA Compliant Playground to be Installed at the Curry County Fairgrounds from Exerplay Inc. Through A Cooperative Educational Service Contract at a Cost Not to Exceed $376,580 - Kristian Price

Thornton moved to approve Purchase of an ADA Compliant Playground to be Installed at the Curry County Fairgrounds from Exerplay Inc. Through A Cooperative Educational Service Contract at a Cost Not to Exceed $376,580.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

9. Request Action on Resolution 2023-102 Authorizing the Submission of an Outdoor Recreation Grant Application to Purchase and Install a Marquee Sign at the Curry County Road Department to Advertise Outdoor Recreation Events, Road Hazards, Closures, Fires, and More - Kristian Price

Price presented proposed resolution to submit application to the New Mexico Outdoor Recreation Division. Price read aloud: Whereas, it is of great importance to Curry County to showcase outdoor recreation to residents and visitors alike to encourage participation in said events and spending time outside; and Whereas, the Commission finds it necessary to also utilize signage to address and inform the public of hazards such as fires, road blocks, warnings and more; and Whereas, the Commission finds that there is a significant need to purchase and install an LED sign at the Curry County Road Department to provide such messaging. Price: the grant request amount is not to exceed $30,000 to carry out the project listed in the application which is to purchase and install an LED sign at the Curry County Road Department to advertise outdoor recreation events and outdoor hazards. The County will provide the remaining cost of what is required to complete the project, not to exceed $17,000, and will come from the Road Department Salary Savings, to go toward the project for a total project cost not to exceed $47,000.

Martin moved to approve Resolution 2023-102 Authorizing the Submission of an Outdoor Recreation Grant Application to Purchase and Install a Marquee Sign at the Curry County Road Department to Advertise Outdoor Recreation Events, Road Hazards, Closures, Fires, and More.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

10. Request Action on Resolution #2023-103 Authorizing Budgetary Adjustments and Revisions in Fund 632 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $225,000 in a County Fund #632 due to appropriation from the Department of Finance and Administration to hire law enforcement and support positions.

Bender moved to approve Resolution #2023-103 Authorizing Budgetary Adjustments and Revisions in Fund 632.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

11. Request Action on Resolution #2023-104 Authorizing Budgetary Adjustments and Revisions in Fund 650 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $120,000 in a County Fund #650 - Safe Streets for All from the Department of Transportation to develop a Comprehensive Safety Action Plan.

Martin moved to approve Resolution #2023-104 Authorizing Budgetary Adjustments and Revisions in Fund 650.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

12. Request Action on Resolution #2023-105 Authorizing Budgetary Adjustments and Revisions in Fund 649 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $30,000 in a County Fund #649 - Federal Matching Fund - Safe Streets from the Department of Finance and Administration, Local Government Division for state and local match assistance for the Safe Streets and Roads for All Grant.

Bender moved to approve Resolution #2023-105 Authorizing Budgetary Adjustments and Revisions in Fund 649.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

13. Request Action on Resolution #2023-106 Authorizing Budgetary Adjustments and Revisions in Fund 651 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $380,000 in a County Fund #651 - Destination Forward Grant from the New Mexico Tourism Department to purchase a LED Display for the Curry County Events Center.

Martin moved to approve Resolution #2023-106 Authorizing Budgetary Adjustments and Revisions in Fund 651.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

14. Request Action on Resolution #2023-107 Authorizing Budgetary Adjustments and Revisions in Fund 652 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $63,000 in a County Fund #652 - CAP Cost Overruns to account for appropriation from the Department of Finance and Administration for cost overruns for local capital outlay projects.

Bender moved to approve Resolution #2023-107 Authorizing Budgetary Adjustments and Revisions in Fund 652.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

15. Request Action on Resolution #2023-108 Authorizing Budgetary Adjustments and Revisions in Fund 717 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $300,000.00 in a separate Fund #717 FY24 Communication Tower due to

award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for the purchase of one (1) Communications Tower.

Leatherwood moved to approve Resolution #2023-108 Authorizing Budgetary Adjustments and Revisions in Fund 717.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Dusty Leatherwood, Commissioner
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

16. Request Action on Resolution #2023-109 Authorizing Budgetary Adjustments and Revisions in Fund 718 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $398,682 in a separate Fund #718 FY24 Ranchvale Facility Improvement due to award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for Ranchvale Volunteer Fire Department Facility Improvements.

Bender moved to approve Resolution #2023-109 Authorizing Budgetary Adjustments and Revisions in Fund 718.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

17. Request Action on Resolution #2023-110 Authorizing Budgetary Adjustments and Revisions in Fund 719 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $250,000 in a separate Fund #719 FY24 Pleasant Hill Facility Improvement due to award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for Pleasant Hill Volunteer Fire Department Facility Improvements.

Martin moved to approve Resolution #2023-110 Authorizing Budgetary Adjustments and Revisions in Fund 719.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

18. Request Action on Resolution #2023-112 Authorizing Budgetary Adjustments and Revisions in Fund 721 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $280,000 in a separate Fund #721 FY24 Countyline Apparatus due to award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for purchase of one (1) Wildland Fire Apparatus.

Leatherwood moved to approve Resolution #2023-112 Authorizing Budgetary Adjustments and Revisions in Fund 721.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Dusty Leatherwood, Commissioner
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

19. Request Action on Resolution #2023-113 Authorizing Budgetary Adjustments and Revisions in Fund 722 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $376,850 in a County Fund #722 due to award of 2023 Regional Recreation Centers/Quality of Life Grant from the Department of Finance and Administration Local Government Division to install a playground at the Curry County Fairgrounds.

Bender moved to approve Resolution #2023-113 Authorizing Budgetary Adjustments and Revisions in Fund 722.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

20. Request Action on Resolution #2023-114 Authorizing Budgetary Adjustments and Revisions in Fund 723 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $376,850 in a County Fund #722 due to award of 2023 Regional Recreation Centers/Quality of Life Grant from the Department of Finance and Administration Local Government Division to install a playground at the Curry County Fairgrounds.

Martin moved to approve Resolution #2023-114 Authorizing Budgetary Adjustments and Revisions in Fund 723.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Dusty Leatherwood, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

21. Request Action on Resolution #2023-115 Authorizing Budgetary Adjustments and Revisions in Fund 724 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $43,500 in a County Fund #724 due to Capital Appropriation from the State of New Mexico Aging and Long-Term Services Department for improvements to the La Casa senior Center to address code compliance issues and for the purchase and installation of equipment and building systems.

Leatherwood moved to approve Resolution #2023-115 Authorizing Budgetary Adjustments and Revisions in Fund 724.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Dusty Leatherwood, Commissioner
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

22. Request Action on Resolution #2023-116 Authorizing Budgetary Adjustments and Revisions in Fund 828 - Troy Hall

Hall presented proposed budgetary adjustment resolution for the purpose of increasing revenue and expenses by $3,970 in a separate fund #828 Curry County Volunteer Fire Department Stipends upon notice of award of application from New Mexico Department of Homeland Security and Emergency Management for FY24 Fire Protection Grants for providing stipends to volunteer firefighters within the Curry County volunteer fire districts.

Martin moved to approve Resolution #2023-116 Authorizing Budgetary Adjustments and Revisions in Fund 828.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

23. Request Action on Resolution #2023-117 Authorizing Budgetary Adjustments and Revisions - Troy Hall

Hall presented proposed budgetary adjustment resolution, stating the County previously transferred the cash match from the General Fund for the Community Development Block Grant for the Courthouse Elevator ADA Improvements and received additional funding from the State to cover the required Federal Match. Purpose of budgetary adjustment is to transfer unused match monies back to General Fund in the amount of $23,034.92 and increase General Fund Maintenance budget by $23,035; and decrease expenses by $23,035 in CDBG - Courthouse ADA Improvements Fund #647.

Bender moved to approve Resolution #2023-117 Authorizing Budgetary Adjustments and Revisions.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

24. Request Direction or Appointment of a New Curry County Sheriff to Fulfill the Term Through December 31, 2024 – Robert Thornton

Thornton moved to appoint Undersheriff Michael Brockett to serve as Curry County Sheriff, effective January 1, 2024.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

25. Request Action of Contract with Cornerstone Detention Products Inc. for the Replacement of Fifty (50) Detention Doors at the Curry County Detention Center in the Amount of $2,250,000 plus GRT - Ben Roberts

Roberts stated Cornerstone Detention Products Inc. was the only contractor to respond to RFP to replace the 50 wire mesh detention doors. Roberts presented proposed contract, stating new doors will be solid slide doors and will be required to tie into existing electronic security system that was replaced during renovation a few years ago. Cost is $2,250,000 plus gross receipts tax. Contractor has 300 consecutive calendar days from the Notice to Proceed as the substantial completion date for the project with liquidated damages of $500 per day imposed until fully certified by the Architect as being substantially complete. Roberts noted changes to current draft: Section 1.3 – change contact information from David Tidwell to Danielle Woodard; Section 6.12 – warranty period to be a one-year warranty; Section 7.1 – Cornerstone wishes to add: *The*

contractor will have site superintendent present to the project at all times while performing on the project site; End of contract - change David Tidwell to Danielle Woodard in the contact information. Roberts confirmed there will be a pre-construction meeting with contractor, Alaniz, and staff to address details of transferring detainees during construction.

Martin moved to approve Contract with Cornerstone Detention Products Inc. for the Replacement of Fifty (50) Detention Doors at the Curry County Detention Center in the Amount of $2,250,000 plus GRT.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

26. Discussion and Request Action on Award of Contract for Horse Stalls, Livestock Pens and Cattle Ties for the Curry County Livestock Pavilion - Ben Roberts

Horse stalls: Roberts stated County received seven bids with four being responsive. It is recommended to contract with Pilot Plastics Inc. for black with silver railing poly plastic panels for a cost of $350,640. Other specifications as noted in contract: 14-guage, HDPE; included in bid are two additional stalls for swap out.

Leatherwood moved to approve contract for horse stalls.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Dusty Leatherwood, Commissioner
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

Livestock pens and cattle ties: Roberts shared recommendation to contract with W-W Manufacturing Company for livestock pens $199,210 and cattle ties $16,970; total $216,180. Thornton asked how pens are fastened, sharing concern of pigs getting under and lifting them up. Roberts believes pens are fastened by pins and the weight of the interconnected pens would hold pens down. Thornton suggest matching color of pens with stalls.

Martin moved to approve the panels and cable ties with W-W, with color change if possible.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

27. Review and Approval of 2024 County Committee and Board Assignments – Lance Pyle

Thornton suggested other Commissioners take on certain positions he holds on boards, as he is terming out. Madrid volunteered for Retired & Senior Volunteer (RSVP) and Foster Grandparent (FGP) Advisory Council. Pyle noted the modification of adding Kristian Price to the Fleet Accident Review Committee and Information Technology Committee.

Martin moved to place Madrid as board member for RSVP and keep rest of the list as is.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

Thornton also serves on the Youth Advisory Board and requested an alternate. Alternate for Youth Advisory Board - Bender.

28. Request Action on Allocation of Cannabis Excise Tax Funds – Lance A. Pyle

Pyle stated Commission instructed the Treasurer's Office, by Resolution #2023-10, to account for all cannabis excise tax receipts in a separate fund to be allocated by Commission to special project requests by departments within the County. Requested items were presented in the summer; requests were tabled. Items have changed since then. The DWI Program request for $41,000 was funded through a grant and is no longer needed to be funded through the excise tax. The Sheriff's Office withdrew its request for funding for GPS tracking system and requested $20,000 for K-9 and costs for equipment associated with the dog. Thornton requested $7,000 for "First Day Talk" film from the Herren Project. Pyle requested $25,000 for transportation of 5th graders from school to CAFB and back to school for STARBASE Program, if it comes to CAFB. Request is in partnership with school districts of Melrose, Grady, Texico, and Clovis. Total request is $52,000. Pyle: as of June 30, County had $39,742.64 available; as of December 11, the County has $57,334.02. Pyle added the STABASE Program could possibly take a few years to move forward. CAFB has a site inspection next month by DoD for STARBASE. Pyle suggested allocating the $25,000 to be available for the 2024-2025 and 2025-2026 school year.

Bender moved to approve allocation of Cannabis Excise tax funds for Sheriff K-9 and equipment $20,000; First Day Herren Project $7,000; and transportation of 5th graders from school to CAFB and back to school for STARBASE Program $25,000, for the 2024-2025 and 2025-2026 school year.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Brad Bender, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

29. Request Action on 2024 Commission Chair – Robert Thornton
Leatherwood nominated Thornton for Chair. No other nominations.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Dusty Leatherwood, Commissioner
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

30. Request Action on 2024 Vice Chair - Robert Thornton
Martin nominated Bender for Vice Chair. No other nominations.

RESULT:	**APPROVED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Seth Martin, Vice Chairman
SECOND:	Robert Thornton, Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

XI – COUNTY COMMISSIONER'S REPORTS
Leatherwood attended the County Christmas Party. Bender attended County Christmas Party, Sheriff Reeves' funeral, and Hospital Board meeting. Thornton attended a meeting for the Recreation Center, Audit Exit meeting, DWI Committee meeting, farewell party for Rick Masters, and will attend an Ogallala Land & Water Conservation meeting tomorrow. Madrid attended County Christmas Party, Sheriff Reeves' funeral, El Llano Estacado Prairie Partners Annual Meeting, and the NMC Supervisor Training: Pregnant Workers Fairness Act.
XII – COUNTY MANAGER'S REPORT – No report.
XIII – INDIGENT BOARD MEETING
Entered Indigent Board Meeting at 12:16pm and returned to Regular Meeting at 12:17pm.
XIV – FUTURE AGENDA ITEMS
Bender requested to have appearance by telephone revisited as part of the Open Meeting Act.
Next Commission Meeting is scheduled for Thursday, January 11, 2024 at 9:00am.
~~**XV – EXECUTIVE SESSION**~~
XVI – ADJOURNMENT
This meeting was adjourned by Chairman Thornton at 12:20pm.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Robert Thornton – Chairman

ATTEST:

_____
By: Annie Hogland - Curry County Clerk
In compliance with the Americans with Disabilities Act of 1990, the County will provide appropriate auxiliary aids and services to afford an individual with a disability an equal opportunity to participate in any public meeting held by the County. A minimum of 48 hours advance notice is requested.
IN ATTENDANCE:

Robert Thornton	Seth Martin	Fidel Madrid	Brad Bender
Dusty Leatherwood	Annie Hogland	Adrian Ancira	Michael Brockett
Lance Pyle	Daniel Macke	Ben Roberts	Troy Hall
Walon Jones	Todd Ulses	Sam Kelley	Candace London
Ben McDaniel	Candace London	Joyce Pollard	Kristian Price
Brian Stacy	Christipher Gierke	Steve Teeters	Tom Coppedge
Meagan Kern	Jonathan Kern	Jill Matekaitis	Austyn Johnson
Daleyza Chaparro	Jennifer Hollis	Rick Hollis	Quentin Wood
Laura Bathke	Melissa Lujan	Taber Stanfield	Joyce Pollard
Meadow Forget	Kendall Kempf	Julie Brooks	Suzanne Zamora
Monte Graham	Douglas Screws	Melynda Crouch	Aiden Kern
Art Schaap	Daniel Vander Dussen	Vance Dewbre	Brian Stacy

Consent Agenda Item #2 - Curry County Non-Capital Asset - 12/19/23

Description	Cost	Date Acquired	Department	Asset/ Tag No.	Comments	Disposition Intent
Dewalt Drill 56963; SN:D26950	$58.99	Unk	ADC	2979	Broken	Dispose
Dewalt Drill DW130W; SN:395976	$189.98	Unk	ADC	3846	Broken	Dispose
Dewalt Impact Driver DCF887	$149.00	Unk	ADC	5369	Stolen	Dispose
Dell Keyboard KB1421; SN:J0602KJ5	$104.99	Unk	IT	2579	Broken	Dispose
Dell Monitor E2014HC; SN:CN012MWY6418047P40FU	$129.99	Unk	IT	1828	Broken	Dispose
Fujitsu Scanner FI16130Z; SN:PA03630B055737927	$189.99	Unk	IT	2745	Broken	Dispose
Epson Scanner DS510; SN:SQWZ070725	$269.99	Unk	IT	3140 / 3201	Broken	Dispose
Dell Optiplex 3010; SN:D5YCWV1	$104.99	Unk	IT	2784	Inoperable	Dispose
Dell Optiplex 3050; SN:38K49N2	$1,083.17	Unk	IT/ADC	977	Inoperable	Dispose
Polycom Soundpoint IP331; SN:0004F2AC863D	$152.50	Unk	Grants	1669	Broken	Dispose
Polycom Soundpoint IP331; SN:0004F2AC8420	$152.50	Unk	Grants	1670	Broken	Dispose
Polycom Soundpoint IP331; SN:0004F2AC83E8	$152.50	Unk	Grants	1785	Broken	Dispose
Polycom Soundpoint IP331; SN:0004F2AC8867	$152.50	Unk	Grants	2110	Broken	Dispose
Dell Monitor; SN:CN012WTV6418047094164	$129.99	Unk	IT Dept	2775	Broken	Dispose
Dell Optiplex 3050; SN:7M3DMN2	$211.99	Unk	IT Dept	3356	Obsolete	Dispose
Apple Tablet; SN:DMPGXEGMDFHW	$1,941.00	Unk	Assessor	1941	Inoperable	Dispose
Polycom Phone SP331; SN:0004F2C82D5	$152.50	Unk	Clerks	2544	Obsolete	Dispose
Hon Rolling Chair; SN:3RCYXA	$129.99	Unk	Clerks	2545	Broken	Dispose

1

Clerks Department

TO: Board of County Commissioners
FROM: Annie Hogland
DATE: January 11, 2024
SUBJECT: **Request Approval of Indigent Board Meeting Minutes of December 19, 2023 - Annie Hogland**

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- 254 121923 Indigent.pdf

Curry County Indigent Board Meeting

417 Gidding Street
Clovis, NM 88101

Tuesday, December 19, 2023

Indigent Board Meeting **Commission Chambers**

Attendee Name	Title	Status	Arrived
Robert Thornton	Chairman	Present	9:00 AM
Seth Martin	Vice Chairman	Present	9:00 AM
Fidel Madrid	Commissioner	Present	9:00 AM
Brad Bender	Commissioner	Present	9:00 AM
Dusty Leatherwood	Commissioner	Present	9:00 AM

Thornton moved to enter Indigent Board Meeting at 12:16pm.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

1. Request Action on Indigent Cremation with Steed Todd Funeral Home for a Date of Death 9/27/23 – Lance A. Pyle

Indigent Burial: Statutory Amount Due: **$1,000.** The deceased passed away September 27, 2023, unclaimed. All paperwork complies with state statute.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Seth Martin, Vice Chairman
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

2. Request Approval of Plains Regional Medical Center Claims in the Amount of $2,832.96 - Lance A. Pyle

Plains Regional Medical Center
Total Claims 8
Approved 8 $2,832.96
Denied 0
Plains Regional Medical Center
Approved 8 $2,832.96
Denied 0
*Eight (8) claims for eight (8) inmates.
Total Amount Billed $8,853.00
32% of Amount Billed $2,832.96

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

3. Request Action on La Casa Dental Claims for the Month of May 2023 in the Amount of $360.76 - Lance A. Pyle

La Casa de Buena Salud
Total Claims 3
Approved 3 $360.76
Dental - May 2023
Approved 3 $360.76
Total Amount Billed $555.02
65% of Total Amount Billed $360.76
*Total three (3) claims for three (3) patients.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

4. Request Action on La Casa Medical Claim for the Month of June 2023 in the Amount of $22.22 - Lance A. Pyle

La Casa de Buena Salud
Total Claims
Approved 1 $22.22
Denied 0
Medical - June 2023
Approved 1 $22.22
Total Amount Billed $34.18
65% of Total Amount Billed $22.22
*One (1) claim for one (1) individual.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Fidel Madrid, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

5. Request Action on La Casa Medical Claims for the Month of September 2023 in the Amount of $308.11 - Lance A. Pyle

La Casa de Buena Salud

Total Claims		
Approved	2	$308.11
Denied	0	
Medical - September 2023		
Approved	2	$308.11
Total Amount Billed	$474.01	
65% of Total Amount Billed		$308.11

*One (2) claims for two (2) individuals.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

Thornton moved to exit Indigent Board Meeting at 12:17pm.

RESULT:	**ADOPTED BY VERBAL VOTE [UNANIMOUS]**
MOTION:	Robert Thornton, Chairman
SECOND:	Brad Bender, Commissioner
AYES:	Thornton, Martin, Bender, Madrid, Leatherwood

BOARD OF CURRY COUNTY COMMISSIONERS

_____

Robert Thornton - Chairman

ATTEST:

_____

By: Annie Hogland - Curry County Clerk

In compliance with the Americans with Disabilities Act of 1990, the County will provide appropriate auxiliary aids and services to afford an individual with a disability an equal opportunity to participate in any public meeting held by the County. A minimum of 48 hours advance notice is requested.

Administration Department

TO: Board of County Commissioners
FROM: Kathleen Daniel
DATE: January 11, 2024
SUBJECT: **Request Proclamation Declaring February 2024 as Heart Awareness Month in Curry County - Kathleen Daniel**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/03/2024

ATTACHMENTS:

- Heart Awareness_2024_01_11.pdf

Curry County
Health Council

PROCLAMATION

Heart Awareness Month – February 2024

WHEREAS, the number one cause of death in the United States. is Heart Disease (including Coronary Heart Disease, Hypertension, and Stroke) and continues to be the leading cause of death in New Mexico accounting for 17.7% of the state's deaths; and

WHEREAS, according to the CDC, about 805,000 individuals in the United States have a heart attack and 1 in 5 heart attacks are silent, meaning the damage is done, but the person is unaware of it; and

WHEREAS, the main symptoms of a heart attack are chest pain or discomfort, feeling light-headed, discomfort in the jaw, neck or back, shortness of breath, and discomfort in arms and shoulders; and

WHEREAS, manageable risk factors for heart disease include: high blood pressure, high cholesterol, diabetes, smoking, secondhand smoke exposure, tobacco use, physical inactivity, poor nutrition, and obesity. Risk factors that are out of your control include: age, gender, family health history, race, and whether or not you have had a previous stroke or heart attack; and

WHEREAS, to protect yourself from cardiovascular diseases you should: Be physically active; do not smoke or use tobacco; eat a healthy diet; maintain a healthy weight; manage stress; and have your doctor regularly check your blood pressure, cholesterol levels, and conduct diabetes screenings; and

WHEREAS, keeping our community's residents healthy and promoting awareness of important health issues, including heart disease, is an important responsibility in our community; and

WHEREAS, Friday, February 2, 2024, is National Wear Red Day to raise awareness about the risks everyone faces for heart disease and stroke. The Curry County Health Council (CCHC) and the Board of County Commissioners of the County of Curry encourages the community to wear red that day.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of the County of Curry do hereby designate the month of February 2024 as Heart Awareness Month and February 2, 2024 as National Wear Red Day to raise awareness of heart disease and encourage all citizens to participate in preventative health screenings.

DONE, this 11th day of January, 2024.

BOARD OF CURRY COUNTY COMMISSIONERS

_____
Curry County Commission Chair

Attest to:

_____
Annie Hogland, County Clerk

Treasurers Department

TO: Board of County Commissioners
FROM: Kendall Kempf
DATE: January 11, 2024
SUBJECT: **Request Approval of Amendment to Professional Services Contract with First American Financial Advisors, Inc., to Strike Paragraph 2A and 2D From the Scope of Work and Reducing Monthly Compensation to One-Thousand Dollars Leaving All Other Terms and Conditions in Effect Through April 20, 2024 - Kendall Kempf**

Prepared by Kaitlin Bentley
Last updated on 01/02/2024

ATTACHMENTS:

- First American Financal 1st Amendment.pdf
- First American ContractApril 21.2020.pdf

FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES

THIS FIRST AMENDMENT OF CONTRACT, is entered into this _____day of January, 2024 by Curry County, a New Mexico Governmental entity, hereinafter referred to as "County", and First American Financial Advisors, Inc. (hereinafter referred to as "Firm" or "First American "), each a "Party" and collectively the "Parties."

WHEREAS, the Parties have previously entered into a Contract for the provision of Professional Financial Advisor Services to work collaboratively with the Board of County Commissioners, the County Manager, the Curry County Treasurer and the Investment Committee to provide Financial Advisory Services dated April 21, 2020; and,

WHEREAS, the Parties entered into a First Renewal of the Contract on April 12, 2022, extending the term of the contract to April 20, 2024;

WHEREAS, the Parties, as evidenced by their signatures hereto, have mutually agreed to amend the above referenced Contract as set forth below;

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged by both Parties, as evidenced by their signatures hereto, the Parties stipulate and agree to amend the Contract for Professional Services, as renewed, in accordance with the following:

Paragraph 2) SCOPE OF SERVICES is amended as follows:

Paragraph 2A, Investments and Deposits, is hereby stricken from the Contract and is no longer an obligation of First American.

Paragraph 2C, Governmental Debt Issues, remains a material part of the Contract only to the extent that First American shall continue to provide the compliance and disclosure services as set forth in subsection (8).

Paragraph 2D, Other Financial Programs, is hereby stricken from the Contract and is no longer an obligation of First American.

Paragraph 3) COMPENSATION is amended to state as follows:

For and in full consideration for the ongoing services to be provided, County shall pay First American one-thousand dollars ($1,000.00) monthly. No other compensation or fees as set forth in original Contract, as renewed, shall be paid by County for the ongoing services provided under this First Amendment.

All other terms and conditions of the Contract for Professional Services as renewed, but not otherwise modified or amended herein, shall remain in full force and effect.

First American Financial Advisors, Inc Contractor	***Curry County Board of County Commissioners***
By:_____	By:_____
Its: President	Lance Pyle, County Manager
Date: _____	Date: _____

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT ("Contract") is entered into by and between Curry County, a governmental entity (hereinafter referred to as "County") and First American Financial Advisors, Inc. (hereinafter referred to as "Firm" or "First American"), each a "Party" and collectively the "Parties" on this 21st day of April, 2020.

WHEREAS, County determined that there was a need for Professional Financial Advisor Services to work collaboratively with the Board of County Commissioners (BOC), the County Manager, the County Treasurer and the Investment Committee to provide Financial Advisory Services; and,

WHEREAS, First American is a corporation formed pursuant to the laws of the State of New Mexico with its principal place of business being in Albuquerque, New Mexico; and,

WHEREAS, the Firm is registered with the Securities Exchange Commission ("SEC"), the Financial Industry Regulatory Authority ("FINRA) and the Municipal Standards Rulemaking Board ("MSRB"); and,

WHEREAS, Robert M. Burpo, principal owner of the Firm is registered and licensed with FINRA, the SEC and the MSRB to conduct the business required under this Contract; and,

WHEREAS, County issued Request for Proposal Number 2019/20-02; and,

WHEREAS, County received two (2) responses to RFP #2019/20-02 and based upon the criteria in said RFP #2019/20-02, First American's proposal was determined to be the most advantageous to County.

NOW, THEREFORE, the Parties mutually agree to the terms and conditions hereof, as noted by their signatures at the end of this Contract.

1) **TERM.** The term of this Contract shall commence May 5, 2020 and shall run for a period of two (2) years, through and including May 4, 2022. This agreement may be renewed for one (1) additional two-year period. This Contract shall not exceed four (4) years in total duration.

2) **SCOPE OF SERVICES.** First American shall assist and work with the County Manager, Finance Director, County Treasurer, County Attorney, Board of Finance, and other County staff and the County's Investment Committee in advising the Board of County Commissioners on County finance matters as described herein, when authorized by the County Manager, County Treasurer or the BOC in writing. If the authorization is made verbally, or telephonically, it shall be followed up within 48 hours by written authorization.

A) Investments and Deposits

The Financial Advisor shall provide advice to the County, County Treasurer and the Board of Finance with respect to the County's investment and deposit options, strategies and the administration of the investment of bond proceeds, and all idle and active funds. In particular, the Financial Advisor shall:

1) Actively manage County's investments as per the County's investment policy and work directly with the Curry County Treasurer;

2) Regularly monitor, analyze and project cash flow needs to anticipate fund expenditure requirements and maximize the safety, liquidity and return on funds available for investment;

3) Routinely monitor and provide assistance in developing and implementing investment strategies that will maintain or enhance portfolio quality and performance within the parameters of the County Investment Policy;

4) All securities owned by the County shall be held in safekeeping by a third party, acting as an agent for the County under the terms of a custody agreement or professional services agreement whose fees shall be separate and apart from this Contract. Contractor shall arrange for and monitor safekeeping of securities;

5) Possess in-house capability or use external resources to regularly evaluate the performance of third-party money managers throughout the United States;

6) Provide other financial services when required;

7) Be compensated on a fee only basis negotiated between First American and Treasurer; and shall not receive commissions, mark-ups, or other compensation from any third-party money manager of the County or trading activities.

B) Review and Reporting

1) Assist the County Treasurer and County Finance Director in preparing auditing reports of County investments for the financial statements in preparation for the annual audit.

2) On a monthly basis, First American shall perform an independent review of all statements received from the Treasurer's office on investment activities, earnings and the value of the investment portfolio and recommend investment opportunities in compliance with the County Investment Policy and submit a monthly report to the Manager, County Treasurer and County Finance Director on the results.

3) On a quarterly basis, First American shall submit a written report and report in person to the BOF on the current County investment and deposit portfolio, performance and provide advice on developing an investment approach that is consistent with the County's approved investment policy. Such reports given at the Commission meetings shall address, at a minimum:

    i. The allocation of investments within the portfolio, earnings performance, costs and fees, management strategy, and specific recommendation for ongoing management of the portfolio.
    ii. Presentations may include the portfolio managers' views on developments within the national/local economies, the securities markets and the potential effects of these developments on investment strategy, portfolio maturities, potential amendments to the Investment Policy and other fiscal matters.

4) Provide the Treasurer with, at a minimum, quarterly investment reports in a format specified by the Treasurer and submitted within ten (10) days following the end of the previous month. Said reports shall include all investment accounts with details including but not limited to:

    i. showing total amount invested;
    ii. cost basis and market value of each security;
    iii. amount invested in each type of security;
    iv. par/maturity value and schedule of the portfolio;
    v. trade and acquisition dates;
    vi. security descriptions;
    vii. yield and cash flow analysis of the portfolio;
    viii. the time weighted return for each reporting period, the Weighted Average Maturity (WAM) of duration where applicable, and other items as determined by the Treasurer.

5) Provide the Treasurer and County Manager with the end of fiscal year monthly report in a format specified by the Treasurer which shall be submitted within five (5) days following the end of the previous month;

6) Submit the performance evaluation of the third-party fund manager(s) used in the portfolio to the Treasurer on an annual basis;

7) Provide the BOF and Investment Committee with recommendations for amendments and updates to the County Investment Policy.

8) Serve as general resource to the County Staff for information, advice and training regarding investments;

9) Within ninety (90) days of signing the contract, First American shall hold a workshop for the BOF to review and go over in detail and discuss the County BOF investments and provide recommendations, if any, regarding the same.

10) The Financial Advisor shall regularly and upon request provide advice to the County Treasurer and the Board of Finance with respect to the County's investment and deposit.

C) Governmental Debt Issues

First American shall provide the services listed below in connection with any and all bonds, loans, lease agreements or any other types of debt obligations in which the proceeds of such obligations will be used to pay the cost of governmental projects and any obligation issued to refund such obligations, pursuant to the conditions of 3 B herein.

In addition to the services provided with regard to investments and deposits, First American shall, upon receipt of written request from the Manager, provide the following additional services:

1) Advice regarding the planning and development of debt issued, including providing an analysis of the most cost effective financial method to accomplish the County's goals, taking into consideration its borrowing capacity, future financing needs, policy considerations, revenue resources and projects, credit rating impact, credit enhancements, arbitrage consequences, draw schedules, outstanding obligations, administrative demands on the County's staff and available alternative methods.
2) Advise of current conditions in the relevant debt market and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.
3) Advice and assistance in connection with the marketing and sale of all Governmental Debt Issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the Governmental Debt Issue; providing recommendations with respect to the use of a competitive versus negotiated sale process; reviewing the County's distribution list for perspective purchasers of Governmental Debt Issues for

competitive sales and providing recommendations with respect to other potential purchasers.

4) Assist in preparing and reviewing any feasibility studies or redevelopment plans prepared in connection with debt issues in consultation with County's staff.
5) Organize and coordinate the financing team selected by the County. Select the paying agents, escrow agents and verification agents, as the particular transaction may require.
6) Assist in preparing request for proposals for underwriters, trustees, escrow securities providers, printers or other services necessary in connection with the issuance of Governmental Debt Issues and assist the County's staff in analyzing responses to such requests.
7) Provide continuing disclosure education and training for County staff on an annual basis as required.
8) Handle all compliance and continuing disclosure reporting on any/all issued bonds for the term of this agreement and timely provide copies to the County Treasurer, Manager and County Finance Director.

D) Other financial Programs

First American shall provide ongoing advice to the County, working with the Manager, to develop and maintain a coordinated approach to the overall requirements of the County's financial issue including but not limited to:

i. Provide information and advice as to any proposed or pending federal or New Mexico legislation that may affect the County's financial programs upon request.
ii. Provide other services customarily provided by Financial Advisors in New Mexico upon request (unless such services are specifically excluded or limited by this RFP).

3) **COMPENSATION.** For and in full consideration for the services to be provided, County shall pay First American as follows:

A) Fees for Investment Advisory Services as a Registered Investment Advisor are as follows:

- Assisting in banking services, cash management, etc.: None
- Advisement on Certificates of Deposits, bids for CD's, etc.: None
- Advisement on general fund investments (approximately 2 basis points "bp"): $2,650.00 per month
- Trading fees and expenses: Included

B) For Municipal Advisory Services pursuant to First American's registration as a Municipal Advisor, the fees will be as follows:

- Hourly fee: $150.00
- Bond or other Debt transaction (negotiated): 0-50 bp
- Travel reimbursement: Negotiable
- Continuing Disclosure Training: None
- Continuing Disclosure Undertaking preparations: None

Prior to any services incurred being provided under this Section C of this Contract, the extent and amount of any fees, costs and expenses will be agreed to in writing with the County Manager prior to any of fees, costs, expenses or services being incurred. Many of these expenses have been absorbed by First American in the past with no cost to the County. First American desires to maintain this practice to the greatest extent possible.

C) In the event County is approached by an Industrial Revenue Bond (IRB) Project Developer and County Manager requests services of First American, parties shall enter a contract for Municipal Advisory Services with said IRB Project Developer. County shall not be responsible for any fees, costs or other obligations in connection with any such Project. It shall be the sole obligation of the Project to pay for the expenses and services of First American.

D) First American shall submit a detailed monthly invoice for all services rendered and County shall pay the same within thirty (30) days of receipt, unless County has questions or concerns regarding the invoice and notifies First American of the same.

The total payment to First American under Section 3A of this Contract for services rendered under shall be capped at $31,800.00 per year, which includes any and all applicable gross receipts tax. Services provided for pursuant to Section 3B shall be determined before services are rendered and be in writing pursuant to this Contract.

4) **TAXES.** Payment of any and/or all State and Federal income tax, gross receipts taxes, and any other taxes on income, compensation or other payment received by First American under the terms of this contract, will be the sole responsibility and obligation of First American.

5) **TERMINATION.** This agreement may be terminated by either party upon fifteen (15) calendar day's prior written notice to the other by certified mail, return receipt requested.

6) **INDEPENDENT CONTRACTOR.** First American understands that in complying with this contract, it is operating as an independent contractor and not an employee, agent or representative of County; and, First American shall be responsible for the management of its business affairs. In the performance of the services under this contract, First American will at all times be acting and

performing as an independent contractor, as that term is understood for Federal and State law purposes, and not as an employee of County. Without limitation upon the foregoing, First American shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits or any other benefits, which may or may not be afforded employees of the County. First American represents that it has, or will secure, at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of, nor have any contractual relationship with County. First American, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as. nor claim to be officers or employees of County by reason of this contract.

7) **INSURANCE.** First American shall obtain, at all times during this Contract and any renewal/extension of the same, a general comprehensive liability and health insurance which provides coverage for personal injury and property damage liability in the minimum amount of One Million Fifty Thousand Dollars ($1,050,000.00). Proof of insurance will be required at the request of the County.

   County shall not be responsible for any type of Worker's Compensation insurance, health insurance or any other benefit for or on behalf of First American. First American shall obtain Worker's Compensation insurance which provides coverage for all of First American's employees during the term of this Contract and any renewal/extension of the same.

   First American shall make available for inspection and review by the County, all insurance policies required by this Contract upon the County providing 24-hour advance notice of its desire to examine such policies.

8) **RECORDS AND AUDIT.** First American shall maintain detailed records of all services identified in the Scope of Services. County shall have the right to inspect all records and to audit billings both before and after payment; any and all payments under this Contract shall not foreclose County's right to recover excessive, improper or illegal payments. First American shall provide to the Treasurer and County's Finance Director on a monthly basis a detailed financial fees report.

9) **RELEASE.** First American, upon final payment of the amount due under this Contract, releases County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract. First American agrees not to purport to bind the County to any obligation not agreed to unless First American has express written authority from County to do so and then only within the strict limitations of that authority.

10) **CONFIDENTIALITY.** Any confidential information provided to or developed by First American in the performance of this Contract shall be kept confidential

and shall not be made available to any individual or organization by First American without the prior written approval of County.

11) **PRODUCT OF SERVICES.** Nothing prepared, produced or provided to County, or any third party for or on behalf of County in whole or in part, by First American under this Contract shall be the subject of an application of copyright by or on behalf of First American.

12) **CONFLICTS.** First American represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act. Sections 10-16-1 through 10-16-18, NMSA 2008. First American also agrees that in the performance of this contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by First American to County pursuant to this Agreement.

13) **OWNERSHIP OF DOCUMENTS.** Any and all documents, paperwork, statements, reports and other forms of data, in written, electronic, or any other format, obtained or received by First American during the term of this contract shall be the sole and exclusive property of County. First American, if necessary or desirable, can retain copies of said documents. However, said copies or the contents thereof or other data obtained by First American as a result of the services provided pursuant and under this contract, shall not be disclosed to any third party or shared with any third party without County's written approval, unless mandated by state or federal law, or are otherwise available in the public domain.

14) **PERA NOTICE.** If First American is a retired member of the New Mexico Employee Retirement Benefit Plan (PERA), then, First American shall have the obligation and shall be solely responsible for complying with administrative Rule 2.80.1100.40, NMAC, 2010. It shall be First American's sole responsibility to notify PERA of the terms and conditions of this Contract and the compensation payable to First American. First American shall also have the responsibility to notify County that it is a retired PERA member; however, First American shall have sole responsibility for complying with Rule 2.80.1100.40B, NMAC with regard to PERA benefits.

15) **NO JOINT VENTURE OR PARTNERSHIP.** Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between First American and County. Except as otherwise specifically set forth herein, neither First American nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16) **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.** First American warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. First American certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

17) **DISCLAIMER.** County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of First American or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

18) **PENALTIES FOR VIOLATION UNDER LAW.** In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19) **ASSIGNMENT.** First American shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

20) **SCOPE OF SERVICES.** This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreements or understandings, of the parties or their agents, verbal or otherwise, will be valid or enforceable unless embodied into this Contract.

21) **APPLICABLE LAW.** First American, by submitting its response to the County and entering into this contact, consents and acknowledges that this contract and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. First American also stipulates and agrees that by submitting its response and doing business in Curry County, venue for any legal proceeding shall be in Clovis, in the Ninth Judicial District Court.

First American shall abide and be governed by all applicable state law, County ordinances and laws regarding First American's services or any work done pursuant to this Contract.

22) **APPROPRIATIONS.** It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and

sufficiency of resources for appropriations and for obligations. If sufficient funds are not appropriated or sufficient authority is not given to perform such obligations, this Contract is subject to termination by either First American or County. County's decision as to whether sufficient appropriations are available shall be final.

23) **BREACH.** In the event First American breaches any obligation contained in this Contract, prior to instituting any action or dispute resolution procedure, County shall give First American written notice of such breach. In the event First American fails to remedy the breach within five (5) working days of receiving such written notice, County, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy First American's breach and recover any and all costs and expenses in so doing from First American.

24) **INDEMNIFICATION.** First American shall defend, indemnify and hold harmless the County from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this contract, if caused by the negligent or tortuous act or failure to act of First American, its officers, employees, servants or agents or if caused by actions of any client resulting in injury or damage to the person or property of another person during any time when First American or any officer, agent, employee or subcontractor thereto has undertaken or is furnishing the care and services called for under this contract. In the event that any action, suit or proceeding related to services provided by First American under this contract is brought against First American, First American shall notify the Office of the Curry County Attorney by certified mail within two (2) working days after notice of such action.

25) **CONFLICT.** First American warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. First American shall comply with the provisions of Section 10-16-1 through 10-16-18, NMSA 1978.

26) **AMENDMENT.** This contract shall not be altered, changed or amended, except by an instrument in writing, executed by the parties hereto.

27) **SCOPE OF CONTRACT.** This contract incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereon, and all such covenants, agreements and understandings have been merged into this written contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable, unless embodied in this contract.

28) **APPLICABLE LAW.** This contract shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Contract. The effective date is the 10th day of April, 2020.

First American Financial Advisors, Inc.:

Robert M. Burpo
President

4/10/2020
Date

Curry County:

Lance Pyle
County Manager

4-21-2020
Date

Road Dept Department

TO: Board of County Commisioners
FROM: Walon Jones
DATE: January 11, 2024
SUBJECT: **Request Ratification of Application for Work, Excavating, Boring, Cross Cuts or Other Cuts on County Roads from Plateau Telecommunications, Inc. for Installation of Fiber Optic Cable on Conestoga Trail in Between Curry Road 9 and Sumac Trail - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 01/02/2024

ATTACHMENTS:

- 1.11.24 ENMR_Conestoga Trail Crossing located in Clovis, NM for Jose Vargas for WO# 20578.pdf

APPLICATION FOR WORK, EXCAVATING, BORING, CROSS CUTS OR OTHER CUTS ON COUNTY ROADS

Date of Application: 12/13/2023

I, the undersigned, do hereby make application to the Curry County Road Department of Curry County, NM, to perform the following work on, under or along Curry Road Conestoga Trail (South side) in between Curry Road West Brady Avenue and Curry Road Sumac Trail.

Describe Project: Bury a new telecommunications cable via plowing, trenching, and /or boring beneath and crossing the South side of CR Conestoga Trail (between CR West Brady Avenue and CR Sumac Trail) to bring fiber optic service to cooperative member(s). See attached exhibits.

Person or Persons who perform said work: Plateau Telecommunications, Inc.

Person or Persons who will own the property placed under, across or along any County road: Plateau Telecommunications, Inc.

Work will begin on or about December 19, 2023 and will require approximately 30 days to complete (weather permitting).

A SEPARATE APPLICATION IS REQUIRED for each and every separate boring, cross cut, or other cut on County roads, for any work on portions of County roads other than described above, and any separate work on any County intersection.

Applicant's Responsibilities:

1) In addition to all other provisions and requirements in this applicant, anything that is buried, installed or otherwise placed in a County Right of Way, shall at all times, be at least thirty-six (36) inches below the clean bar ditch level. It shall be the applicant's or assignee's responsibility to maintain this minimal level at all times.

2) To place said Fiber Optic Cable at least 6 foot below top of intersections

3) Unless otherwise authorized by the County Road Superintendent in writing, all crossings of caliche and chip sealed roads will be bored, no cutting of the road bed shall be allowed.

4) All utilities must be installed at a minimum depth of six feet (6') below road surface and/or a minimum depth of thirty-six inches (36") below the existing clean bar ditch level on any road.

[Attachment C]

5) The application agrees to furnish appropriate traffic control/warning devices to protect the traveling public and workmen while work is taking place within the public Right-of-Way. Applicant further agrees to locate and protect any and all other existing utilities in the area of the project.

6) The applicant further agrees to return the road surface to its original condition after the above work has been completed, or to reimburse the Curry County Road Department within thirty (30) days for its work in bringing the road surface back to original condition. Applicant further warrants said repairs and agrees, at his/her/its own expense, to repair or replace any defects which appear in said repair for a period of twelve (12) months following completion of said roadway repair. In the event the applicant fails to repair or make said repairs, the County shall have the right to make any and all necessary repairs and bill the landowner for the total amount of the same. If the bill to the County is not paid, County shall have a right to file a lien against the property.

7) At the end of twelve (12) full calendar months following completion of any roadway repair, applicant must contact the Road Superintendent and have the Road Superintendent or his/her designee complete an inspection of the road. The inspection must be signed by the Road Superintendent or his/her designee and the landowner. If the landowner should fail or refuse or otherwise does not obtain a signed inspection from the Road Superintendent, the applicant shall be responsible for the costs of any and all repairs deemed necessary by County to bring said road surface back to County standards.

8) The applicant shall notify the Curry County Road Superintendent of emergency work undertaken prior to County authorization no later than the next regularly scheduled workday during normal working hours.

9) The applicant shall notify the Road Department no less than one (1) regular working day prior to any construction or work within the County Right-of-Way and upon completion of construction.

10) Curry County reserves the right to relocate, modify, alter or reroute County Roadways, and applicant shall be solely responsible for any and all costs or expenses necessary to relocate or move applicant's pipes/lines.

11) An administrative fee of $50.00 must accompany this application. Before the application is approved by County, applicant will be required to pay County the following sums to cover the County's costs. For utilities zero to ten inches (0" – 10") in width, $75.00; for utilities eleven to twenty inches (11" – 20") in width, $150.00; for utilities larger than twenty-one inches (21") in width, $300.00.

1 Crossing	$ 75.00
Admin fee	$ 50.00
Total	$ 125.00

[Attachment C]

Greg Von Hoene
Signature of Applicant

Greg Von Hoene
Applicants Printed Name

7111 N. Prince St.,
Mailing Address

Clovis, NM 88101
City State ZIP

575-309-6000
Phone number

The above application was presented for consideration by the Curry County Road Superintendent of Curry County, New Mexico this _____ day of _____, 20____. Said application was granted upon the terms and conditions therein stated.

ATTEST:

_____ Road Superintendent

_____ Curry County Clerk

[Attachment C]



ExpertGPS

100 ft

MN

6°19'

41

Road Dept Department

TO: Board of County Commissioners
FROM: Walon Jones
DATE: January 11, 2024
SUBJECT: **Request Approval of Agreement of Caliche Donation from Lansford Inc. for 400 Tons of Caliche Rock for Curry Road 20 West of State Road 209 for 1/10th of Mile - Walon Jones**

Prepared by Kaitlin Bentley
Last updated on 01/03/2024

ATTACHMENTS:

- 1.11.24 Caliche Donation Lansford.pdf

Agreement of Caliche Donation

This agreement, made and entered into this 2 day of January, 2024, by and between Lonsford Inc, (hereinafter designated as "The Donor" and the Curry County Road Department, State of New Mexico, (hereinafter designated at "The County").

The Donor has agreed to give or provide County no more than 400 tons of rock, gravel or other materials to be used by County on project/road 20 west of 209, 1/10th of mile.

In the event that it is necessary for County to enter upon donor's property to obtain said rock, gravel and other materials, grantor acknowledges that he/she has shown County representative where and how to access the property and has authorized the same.

Donor's Signature — Date: 1-2-2024

Donor's Signature — Date

Received and accepted by:

Road Superintendent — Date: 1/2/2024

Approved by:

Curry County Manager — Date

Adult Detention Center Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: January 11, 2024
SUBJECT: **Request Approval of Professional Services Contract Between Mental Health Resources and Curry County Adult Detention Center for Medication Assisted Treatment and Counseling Services for Detainees for the Term of January 22, 2024 to January 10, 2025 - Kristian Price**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/02/2024

ATTACHMENTS:

- Mental Health Resources 2023 Agreement KP.pdf

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is entered into this 11th day of January, 2024, by and between Curry County, a governmental entity (*hereinafter* referred to as "County") and Mental Health Resources, Inc. (*hereinafter* referred to as "MHR"), and collectively referred to herein as “the Parties.”

WHEREAS, County has determined that it would be beneficial for detainees to have access to medical assisted treatment (MAT) services at the Curry County Adult Detention Center; and,

WHEREAS, the County has determined that services of this type require the expertise of an independent contractor, and the services of the independent contractor should be established by a contract to a qualified party; and,

WHEREAS, MHR meets the qualifications for these services and is agreeable to fulfill to provide services in support of the MAT services at the Detention Center; and,

NOW, THEREFORE, the Parties, mutually agree to the terms and conditions hereof, as noted by their signatures at the end of this document.

1) **SCOPE OF SERVICES.** MHR, as an independent contractor, agrees to and is able to provide the following services in support of the MAT services within the Curry County Adult Detention Center as follows, and as otherwise set forth in the proposal attached hereto as Exhibit A:

MHR will provide 8 hours of counseling/assessment services to individuals who are referred to the MAT services program via telehealth at the rate of $125.00 for the initial assessment and $75.00 per session for subsequent support sessions.

MHR will coordinate with current prescribers and nurses to develop and bring up induction services for MAT medications, allowing for increased availability of this treatment to inmates who present or require such services.

MHR will coordinate aftercare upon discharge from the facility to help the inmate continue treatment in an outpatient setting and will connect appropriate individuals to MHR’s CareLink NM program for care coordination.

Total service time per week shall include up to 15 hours per week, divided between a licensed LSCW or LMHC and a designated care coordinator for the Detention Center.

MHR Will

1. Receive appropriate access to CorEMR.
2. Receive referrals through Roadrunner Health Services for those participating in MAT.
3. Receive appropriate consent from MAT participants for services.
4. Create treatment plans for MAT participants.
5. Provide evidence-based individual and group counseling with MAT participants.
6. Update and maintain applicable mental health and MAT records in CorEMR.

MHR will refer MAT Participants to Roadrunner Health Services

1. When progression, regression, or delay concerning treatment goals is related to medication.
2. When an individual's treatment goal is to taper medication.
3. When an individual is experiencing a crisis, or emotional distress, voices suicidal

thoughts, or displays self-injurious actions, is aggressive or destructive, or there is an indication of severe depressive, manic, or psychotic symptoms, or any nature presented which prompts concern for the individual or others safety and well-being.

4. When an individual is identified as potentially having limited development or intellectual functioning.

2) **TERM.** The term- of this contract is January 11, 2024 and ending on January 10, 2025.

3) **COMPENSATION.** For and in return for the services provided by MHR, MHR shall be paid per session.

Payment of State and Federal income taxes, gross receipts taxes, and any other taxes will be the responsibility of MHR. MHR is required to provide its own transportation.

MHR agrees to bill a detainee's private insurance for all sessions before requesting payment from Curry County.

Both parties shall provide for strict accountability of all monies paid, earned or billed pursuant to this Contract. MHR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts, disbursements of funds transferred or paid to it pursuant to this Contract.

MHR shall submit monthly invoices reflecting the actual work performed and actual expenses incurred in the performance of this Contract MHR's failure to submit invoices and supporting documents within thirty {30) days after the first day of each succeeding month may result in the non-availability of funds for payment and/or the denial of payment by County.

County shall pay MHR within thirty (30) days of receipt of said invoice unless, County notifies MHR, in writing, that additional documentation is needed with regard to work performed and expenses incurred.

4) **REPORTING.** MHR will provide monthly reports to the Detention Center Administrator to include the number of offenders seen, number of closed cases and successful cases by the 15th of each month for the preceding month.

5) **AGREEMENT.**

A. All the services provided shall be performed by a qualified evaluator. MHR shall at all times, comply with all applicable State and Federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers.

B. MHR shall adhere to all financial and accounting requirements of the Department of Finance and Administration. MHR shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this agreement for any use other than those specified in the scope of work.

C. MHR acknowledges that no member, officer, employee, or family members of County or its designees or agents, no member of the governing body of Curry County, and no other public official of Curry County who exercise any functions or responsibilities with respect to this program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection for the services to be provided by this contract under the grant Curry County has received.

6) **CONFIDENTIALITY.** Contractor shall take whatever steps that are reasonable and necessary to ensure that all information obtained through or as the result of the services being provided pursuant to the terms of this Contract are kept confidential and not released without the County's prior consent Contractor shall also take steps to ensure that all of its employees, agents, representatives, and independent contractors also comply with this provision pertaining to confidentiality.

This provision does not prevent Contractor from providing such documentation, information, and other matters that may be requested by the State of New Mexico appropriate mental health providers or lawenforcement.

7) **NOTICE.** Any notice required to be provided or submitted to County and all reports and invoices required hereunder, shall be submitted to the following individuals at the following contacts, County Manager Pyle, at 417 Gidding, Suite 100, Clovis NM 88101, or submitted by fax to the County Manager at 575-763-3656.

8) **APPROPRIATIONS.** The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Contract. If sufficient appropriations and authorizations are not made to the County by the State of New Mexico for the performance of this Contract, Curry County can only make appropriations of funds that it receives and is limited by the amount of state funding for these programs.

9) **INDEPENDENT CONTRACTOR.** MHR is, and at all times throughout the term of this Contract, acting as an independent contractor, and not an agent, employee or representative of County and, MHR shall be responsible for the management of its business affairs. In the performance of the work under this Contract, MHR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, MHR shall not accrue sick leave, jury duty pays, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. MHR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which MHR accomplishes and performs its services. Nevertheless, MHR shall be bound to fulfill the duties and responsibilities contained in the Contract.

MHR represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. MHR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract

To the extent that MHR employs any employees, MHR shall be solely responsible for providing its own form of insurance for its employees and in no event shall MHR's employees be covered under any policy of County.

MHR's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) MHR is able, during the Term hereof, to perform services for other parties; and (ii) MHR may perform for its own account other professional services outside the scope of this Contract

MHR understands that it is entering into a contractual relationship and that neither MHR nor any of its agents, employees or representatives shall be an employee of Curry County. MHR is not covered under the County personnel policy, is not entitled to any retirement, PERA benefits or any other benefits associated with County employees.

10) **TERMINATION.** This Contract may be terminated by either party hereto for cause upon thirty (30) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party. This Contract may also be terminated by County for its convenience or because the project has been permanently abandoned, but only upon thirty calendar days written notice to MHR.

In the event of termination, MHR shall be compensated for all services performed and costs incurred up to the effective date of termination for which MHR has not been previously compensated.

This contract shall automatically terminate upon payment of the full amount of compensation allowable under this contract as set forth in Paragraph 3 hereof.

Upon receipt of notice of termination from County, MHR shall discontinue the services unless otherwise directed and upon final payment from County deliver to the County the required data, reports, summaries, and such other information and materials as may have been accumulated by MHR.

11) **INSURANCE.** MHR agrees to obtain and maintain in full force throughout the duration of this Contract, a general liability policy of insurance within a minimum coverage of $1,000,000.00 per occurrence, which specifically covers, and applies to the type and nature of work MHR is performing for County under this Contract. The purpose of this insurance coverage is to hold harmless and indemnify County, as required in Paragraph 13 of this Contract, from any and all claims, causes of action, demands or otherwise as may be asserted, made, alleged or filed against County or any of its employees, agents, representatives or properties. MHR shall obtain said insurance and provide County with proof of insurance as may be required at any/all times during the duration of this Contract and any extension thereof.

MHR shall be responsible for obtaining any and all insurance for its agents, employees, and representatives in performing its obligations under this contract, including but not limited to professional insurance and/or health insurance. County shall not be responsible for providing any type of workers' compensation, health insurance or any other benefit to, for or on behalf of MHR. Proof of insurance may be required at any time.

12) **NO JOINT VENTURE OR PARTNERSHIP.** Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between MHR and County. Except as otherwise specifically set forth herein, neither MHR nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

13) **ASSIGNMENT.** MHR shall not assign or transfer any interest in this contract or assign any claims for money due or to become due under this contract without the prior written approval of the County.

14) **INDEMNIFICATION AND LIMITATION.** MHR shall defend, indemnify and hold harmless the County from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this contract, if caused by the negligent or tortuous act or failure to act of MHR, its officers, employees, servants, or agents or if caused by actions of any client resulting in injury or damage to the person or property of another person during any time when MHR or any officer, agent, employee, or subcontractor thereof has undertaken or is furnishing the care and services called for under this contract In the event that any action, suit or proceeding related to the services provided by MHR under this contract is brought against MHR, MHR shall, as soon as practicable, but no more than two (2) working days after notice of such action, suit or proceeding, notify the Office of the Curry County Attorney by certified mail.

15) **OWNERSHIP OF MATERIALS.** All materials developed or acquired by MHR under this contract shall become the property of the County of Curry and shall be delivered to the County.

16) **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.** MHR warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict i11 any manner or degree with the performance of services required under this contract. MHR shall comply with the provisions of Section 10-16-2 NMSA 1978, which requires disclosure to the Office of the Secretary of State of amounts received under contract if and when such provisions are applicable.

17) **SCOPE OF CONTRACT.** This contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereon, and all such covenants, agreements and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. This contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

18) This Contract shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Contract The effective date is the 11th day of January, 2024.

CURRY COUNTY	**MENTAL HEALTH RESOURCES**
_____	_____
Robert Thornton, Commission Chair	Executive Director

Exhibit A

Mental Health Resources, Inc.

CLOVIS
1100 West Twenty-First
Clovis, NM 88101
575/ 769-2345

CLOVIS
1621 Sutter Place
Clovis, NM 88101
575/769-2345

PORTALES
300 East First
Portales, NM 88130
575/359-1221

FT. SUMNER
675 East Ave C
Ft. Sumner, NM 88119
575/769-2345

TUCUMCARI
1005 S. Monroe
Tucumcari, NM 88401
575/461-3013

December 8, 2023

Ms. Price,

Thank you for considering MHR as a possible provider for MAT services support within the Curry County Adult Detention Center. After a review of the Program Manager Job description and a discussion with Director Alaniz, it is clear that MHR would not be able to fulfill this role in the current requested capacity.

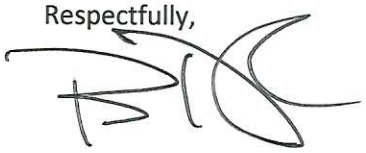
MHR would like to outline what we would be able to provide in support of the MAT services within the facility:

- MHR would be able to provide 8 hours of counseling/assessment services to individuals who are referred to the MAT services program via telehealth at the rate of 125.00 for the initial assessment and 75.00 for subsequent support sessions.
- MHR would allow current MAT clients to attend recovery groups via telehealth at the rate of 25.00 per session.
    - Substance Use/Mental Health — Monday 3-4
    - Substance Use/Mental Health — Tuesday 10-11
    - Substance Use/Mental Health — Thursday 3-4
    - Weekend Support (telephone only) — Saturday 1-2
- MHR would coordinate with current prescribers and nurses to develop and bring up induction services for MAT medications, allowing for increased availability of this treatment to inmates who present to require such services.
- MHR would coordinate aftercare upon discharge from the facility to help the inmate continue treatment in an outpatient setting and would connect appropriate individuals to our CareLink NM program for care coordination.

I would estimate the total service time per week would be approximately 15 hours per week, divided between a licensed LSCW or LMHC and a designated care coordinator for the site.

MHR fully believes in the importance of MAT services as a means to support individuals that are working toward or maintaining recovery from substance use and would be excited to help Curry County to bring this much needed and important service into the detention center.

Respectfully,



Brad Rikel LPCC, Executive Director



Lacy Keith LPCC, Deputy Executive Director

Grants Department

TO: Board of County Commissioners
FROM: Kristian Price
DATE: January 11, 2024
SUBJECT: **Request Approval of Bid #2023/2024-03 and Professional Services Contract with Morrison Associates for Evaluation Services of the Curry County Substance Use and Mental Health Prevention Program for the Term of January 11, 2024 to January 10, 2025 - Kristian Price**

Prepared by Kaitlin Bentley
Last updated on 01/02/2024

ATTACHMENTS:

- Morrison Contract.pdf

PROFESSIONAL SERVICES CONTRACT CURRY COUNTY
SUBSTANC USE AND MENTAL HEALTH PREVENTION PROGRAM

THIS AGREEMENT is entered into by and between Curry County, a New Mexico Governmental Entity, hereinafter referred to as County, and Morrison Associates, whose address is 11512 Corona Ave NE, Albuquerque, New Mexico 87122, hereinafter referred to as Contractor.

WHEREAS, Curry County has a Curry County Substance Use and Mental Health Prevention Program, hereinafter referred to as SUMHP Program, which obtains funding from the Substance Abuse and Mental Health Services Administration; hereinafter referred to as SAMHSA, and,

WHEREAS, the goals of the SUMHP Program is to prevent or reduce the incidence of youth and young adult cannabis and opioid misuse and promote mental health education; and,

WHEREAS, Shannon Morrison, owner of Contractor has a Doctorate's Degree with 28 years of experience in research and program planning and evaluation in the areas of substance misuse treatment, health, mental health issues, organizational development, education, criminal and juvenile justice, as well as, 5 years of experience with Curry County as local evaluator, and,

WHEREAS, Contractor will serve as the Evaluator for the SUMHP Program.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt sufficiency of which is acknowledged by both parties, by their signatures hereto, the parties stipulate and agree as follows:

I. **SCOPE OF SERVICES.**
Contractor, in its capacity as an independent contractor, agrees to provide those services set forth in Attachment 1 hereto.

II. **TERM.**
The term of this Agreement shall be January 11, 2024 and terminating on January 10, 2025. This contract can be renewed for an additional three (3) one-year terms upon mutual agreement of the parties.

III. COMPENSATION.
For satisfactory compliance with the terms and conditions of this Agreement, County shall pay Contractor for services described herein, $100.00 per hour. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed.

IV. TERMINATION.

This Contract may be terminated by either party hereto for cause upon fifteen (15) calendar day's written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract through no fault of the terminating party. This Contract may also be terminated by County for its convenience or because the project has been permanently abandoned, but only upon fifteen (15) calendar days written notice to Contractor.

In the event of termination, Contractor shall be compensated for all services performed and costs incurred up to the effective date of termination for which Contractor has not been previously compensated.

Upon receipt of notice of termination from County, Contractor shall discontinue the services unless otherwise directed and upon final payment from County deliver to the County the required data, reports, summaries, and such other information and materials as may have been accumulated by Contractor.

V. INDEPENDENT CONTRACTOR.

Contractor is, and at all times throughout the term of this Contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor accomplishes and performs its services. Nevertheless, Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

Contractor represents that it has, or will secure, at its own expense, all personnel require in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

Contractor's retention hereunder is not exclusive. Subject to the terms and provisions of this Contract: (i) Contractor is able, during the Term hereof, to perform services for other parties; and (ii) Contractor may perform for its own account other professional services outside the scope of this Contract.

Contractor agrees to obtain and maintain in full force throughout the duration of this Contract, a general liability policy of insurance within a minimum coverage of $250,000 per occurrence, which specifically covers, and applies to the type and nature of work Contractor is performing for County under this Contract. The purpose of this insurance coverage is to hold harmless and indemnify County, as required in this Contract, from any and all claims, causes of action, demands or otherwise as may be asserted, made, alleged or filed against County or any of its employees, agents, representatives or properties for acts or actions of Contractor hereunder. Contractor shall obtain said insurance and provide County with proof of insurance as may be required at any/all times during the duration of this Contract and any extension thereof.

VI. CONFIDENTIALITY.

Contractor shall take whatever steps that are reasonable and necessary to ensure that all information obtained through or as the result of the services being provided pursuant to the terms of this Contract are kept confidential and not released without the County's prior consent. Contractor shall also take steps to ensure that all of its employees, agents, representatives, and independent contractors also comply with this provision pertaining to confidentiality.

This provision does not prevent Contractor from providing such documentation, information, and other matters that may be requested by the State of New Mexico appropriate mental health providers or law enforcement.

VII. NO JOINT VENTURE OR PARTNERSHIP.

Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Contractor and County. Except as otherwise specifically set forth herein, neither Contractor nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

VIII. ASSIGNMENT.

Contractor shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

IX. CONFLICT OF INTEREST: GOVERNMENTAL CONDUCT ACT.

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the

performance of services required under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

X. NOTIFICATION

All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

Shannon Morrison
Morrison Associates
11512 Corona Ave NE
Albuquerque, NM 87122
505-301-1224
shannon@morrisoneval.com

Lance A. Pyle
County Manager
417 Gidding St., Suite 100
Clovis, NM 88101
575-763-6016
lpyle@currycounty.org

Shannon Morrison, Evaluator/Owner

Date

Lance A. Pyle, Curry County Manager

Date

Response to Curry County Bid No. 2023/2024-03 Professional Evaluator Services

Shannon Morrison, Ph.D.
Morrison Associates
BID FORM 1
QUOTATION SHEET

Evaluation Item*	Description	Cost per hour (not including gross tax receipts)**
Assistance in program planning and development	III. Provide Input, recommendations, and expertise of evaluation systems and guidelines IV. Guide program team in developing and implementing any evaluation strategies, goals, objectives, activities, and instruments to better facilitate the overall scheme of the project's evaluation V. Provide TA regarding quality improvement, implementation, assessment, evaluation skill building, and guidance related to the grant/funding stream(s) VI. Manage and update workplan and other Google tracking forms on a regular basis	($100/hr*50 hours) $5,000.00
Develop/modify Data Collection Instruments and Protocols	• Provide training and supports on all data collection initiatives to ensure compliance with and capturing of critical data needed to support the Substance Use and Mental Health Program's evaluation goals, outcome, and performance measures • Monitor and refine systems for tracking and reporting measures as needed • Develop data collection tools for other prevention activities as appropriate	($100/hr*70 hours) $7,000.00
Data Collection and Monitoring	• Monitor and/or refine approach/plan to collect data at critical intervals • Train and work closely with staff on data collection, management, etc. • Spanish translation fees • Monitor, clean, manage, and analyze survey data from received treatment programs and other "to be determined" surveys	($100/hr*100 hours) $10,000.00

Reporting	• Assist project team in required reporting to SAMHSA • Prepare snap-shot reports, summaries, and	($100/hr*80 hours) $8,000.00
Evaluation Item*	**Description**	**Cost per hour (not including gross tax receipts)****
	graphs and charts as appropriate to communicate evaluation findings and program progress across all program components • Share data/reports with stakeholders as appropriate	
Total		**$30,000.00**
***See Appendix A in this document for detailed approach to process and outcome evaluation **Estimate includes evaluation services for FY24**		

The undersigned hereby offers to furnish and deliver the services as specified above at the prices and terms there stated, and in strict accordance with the specifications and general conditions of the Invitation to Bid, all of which are made a part of this offer. This offer must be good for at least ninety (90) days subsequent to the bid opening date.

Signed:

Shannon Morrison

Printed Name: Shannon Morrison Title: Owner & Director
Firm: Morrison Associates
Address: 11512 Corona Ave NE
Albuquerque NM 87122
Email: shannon@morrisoneval.com
Phone: 505-301-1224
Date: November 30, 2023

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: January 11, 2024
SUBJECT: **Request Approval to Enter into Architectural Services Agreement with Formative Architecture for Conceptual Designs for the Mounted Patrol Arena in the Amount of $29,000 Plus GRT Based on the Recommendation from the Mounted Patrol Arena Improvement Committee - Ben Roberts**

Requesting Approval

Prepared by Kaitlin Bentley
Last updated on 12/20/2023

ATTACHMENTS:

- Formative Agreement (MP).pdf
- Proposal.pdf

CONTRACT FOR ARCHITECTUAL SERVICES

THIS CONTRACT is made and entered into this_____day of January, 2024, by and between Curry County, a New Mexico governmental entity, operating by and through its duly elected Board of County Commissioners, hereinafter referred to as "County", and Formative Architecture, whose address is 209 Gold Ave. SW, Albuquerque, NM 87102, hereinafter referred to as "Architect" and collectively referred to herein as the "Parties".

WHEREAS Curry County has requested, and Architect has submitted, a proposal to provide professional Architectual services for a conceptual design of the Mounted Patrol Arena, hereafter referred to as "Arena" located at the Curry County Fairgrounds; and

WHEREAS County desires to contract with Architect to provide said services.

NOW, THEREFORE, in consideration of the promises and obligations set forth herein, the Parties do mutually stipulate and agree as follows:

1. **SCOPE OF SERVICES**

- Prepare and provide as-builts of extisting grandstand floor plan of Areana
- Prepare and provide conceptual site plan design
- Prepare and provide conceptual floor plan design of Arena to show new interior finishes, seating layout, new exterior openings, new ramps, new concessions layout, and new restrooms layo
- Prepare and provide a 3-dimensional video of the conceptual design
- Prepare and provide 3-dimensional renderings of the conceptual design
- Provide electronic submission of conceptual design package
- (1) Presentation of conceptual design to County Commission

2. **ADDITIONAL SERVICES**

Any service not referenced under scope of services shall be considered as additional services. Additional services shall be charged at the hourly rates* described below;

- Architect, Principal - $180/hr
- Architect, Senior - $150/hr
- Architect, Junior - $125/hr
- Intern Architect, Senior - $100/hr
- Intern Architect, Junior -$80/hr
- Graphics -$70/hr
- Admin/Financial - $80/hr
- Project Manager -$115/hr
- Other Consultants – Current Hourly Rates

3. **EXCLUDED SERVICES**

- Construction documents.
- Specifications/ project manual.
- Civil Engineering, Landscape Architecture, Structural Engineering, MEPT Engineering, and estimate of probable construction cost.
- Fire suppression design.
- FFE coordination, Kitchen equipment selection and coordination.
- Sub-soils Investigation Report, Surveying, Phase I investigation report.

4. **COMPENSATION**

For and in return for the services provided by Architect, County shall pay Architect Twenty Nine Thousand dollars ($29,000.00), plus any and all applicable gross receipts taxes. Payments shall be paid upon completion of services

Final payment of the amounts due under this contract shall operate as a release of County, its officers, and employees from any and all liabilities, claims and/or obligations, whatsoever arising from or under this contract.

5. **TERM AND SCHEDULE**

This Contract shall become effective on the date of final execution. County expects the Architect to begin work immediately upon receiving a written Notice to Proceed from the County and complete services within sixty (60) calender days from Notice to Proceed.

6. **PERSONNEL**

Architect represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this agreement. Such personnel shall not be employees of or have any contractual relationships with County. All the services required hereunder shall be performed by Architect or its employees and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. None of the work or services covered by this agreement shall be subcontracted without the initial prior written approval of County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this agreement.

7. **ARCHITECT'S PERFORMANCE**

In the performance of their professional services, Architect shall use the degree of care and skill ordinarily exercised by a similar professional under similar conditions in similar localities under the laws of the State of New Mexico and no other warranties, express or implied, are made or intended in any of Architect's proposals, contracts or reports.

8. **COMPLIANCE WITH LAWS**

In providing the scope of services outlined herein, Architect and County shall comply with all applicable laws, ordinances, and codes of the Federal, State

and local governments.

9. **OWNERSHIP OF PLANS AND DOCUMENTS: RECORDS**

All documents prepared as part of or related to this project, including, but not limited to the field notes, design notes, original tracings of plans, and logs of any test holes drilled and any computer-generated materials, prepared under this agreement as instruments of service, are and shall remain the property of County. No material produced in whole or in part under this agreement shall be subject to copyright in the United States or in any other country by Architect. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this agreement.

10. **NO JOINT VENTURE OR PARTNERSHIP**

Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Architect and County. Except as otherwise specifically set forth herein, neither Architect nor County shall be authorized or empowered to make representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

11. **ASSIGNMENT**

Architect shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

12. **TERMINATION**

This agreement may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligation under this agreement through no fault of the terminating party.

This agreement may be terminated by County for its convenience upon fifteen (15) days prior written notice to Architect.

In the event of termination, as provided in this article, Architect shall be paid as compensation in full for services performed to the date of such termination, provided such work is satisfactory to County, an amount to be negotiated between the parties. Such amount shall be paid by County upon Architect's delivering to County the data, drawings, specifications, reports, estimates, summaries, documents, computer data and computer-generated materials of any nature and other such information and materials as may have been accumulated, acquired, or prepared by Architect in a form acceptable to County in performing the services included in this agreement whether completed or in

progress. Cost of delivery to County of the work product defined above shall be included in the compensation amount negotiated between the parties to terminate the agreement.

If, through any cause, Architect fails to fulfill Architect's obligations under this agreement in a timely and proper manner, or if Architect violated any of the covenants, agreements or conditions of any part of this agreement, County shall have the right to terminate the agreement by sending notice to Architect at the address listed herein below. County reserves the right to recover any excess cost incurred to complete the work as set forth herein from any unpaid balance due to Architect, pursuant to law, by collection against any professional liability insurance or any other legal method or remedy.

13. **INSURANCE**

Architect agrees to obtain and maintain in full force throughout the duration of this Contract, a general liability policy of insurance within a minimum coverage of $1,050,000 per occurrence, which specifically covers, and applies to the type and nature of work Architect is performing for County under this Contract. The purpose of this insurance coverage is to hold harmless and indemnify County, as required in Paragraph 14 of this Contract, from any and all claims, causes of action, demands or otherwise as may be asserted, made, alleged or filed against County or any of its employees, agents, representatives or properties. Architect shall obtain said insurance and provide County with proof of insurance as may be required at any/all times during the duration of this Contract and any extension thereof.

14. **INDEMNITY AND LIMITATION**

Architect hereby agrees to hold harmless and indemnify County, its officers, agents, and employees from and against all liability, claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from Architect's and/or any of their sub-contractor's employees', agents', or officers' conduct, performance, act(s), error(s) or omission(s) relating in any manner whatsoever to this Agreement.

Receipt by County of Architect's services under this Agreement, review by County of any plans, specifications and documents by Architect, and County authorizations for Architect to proceed with the various phrases of services shall not be construed as approval of Architect's work product by County or as the giving of instructions or directions by County. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

15. **CONFLICTS**

Architect represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16- 18, NMSA 2008. Architect also agrees that in the performance of this contract it shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided

by Architect to County pursuant to this Agreement.

16. **DISCLAIMER**
County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Architect or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

17. **PENALTIES FOR VIOLATION UNDER LAW**
In addition to the Governmental Conduct Act, the Procurement Code, Sections 13- 1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. **FORCE MAJEURE**
Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, fires, floods, sabotage, riots, wards, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

19. **APPLICABLE LAW**
Architect, by submitting its response to County and entering into this contract, consents and acknowledges that this contract and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to agreements between New Mexico parties made and performed in that State, without regard to conflicts of law principles. Architect also stipulates and agrees that by submitting its response and doing business in Curry County, venue for any legal proceeding shall be in Clovis, in the Ninth Judicial District Court.

Architect shall abide and be governed by all applicable state law, County ordinances and laws regarding Architect's services or any work done pursuant to this Contract.

20. **BREACH**
In the event Architect breaches any obligation contained in this Contract, prior to instituting any action or dispute resolution procedure, County shall give Architect written notice of such breach. In the event Architect fails to remedy the breach within five (5) working days of receiving such written notice, County, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Architect's breach and recover any and all costs and expenses in doing so from Architect.

21. **CONSTRUCTION AND SEVERABILITY**

If any part of this agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this agreement so long as the remainder of the agreement is reasonably capable of completion.

22. **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, Architect shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

23. **DISPUTE RESOLUTION**

In the event that a dispute arises between County and Architect under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

In the event of termination, Architect shall be compensated for all services performed and costs incurred up to the effective date of termination for which Architect has not been previously compensated.

Upon receipt of notice of termination from County, Architect shall discontinue the services unless otherwise directed and upon final payment from County deliver to County all data, reports, summaries, and such other information and materials as may have been accumulated by Architect in the performance of this Contract.

24. **NOTIFICATION**

All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO COUNTY: Curry County
417 Gidding Street, Suite #100
Clovis, NM 88101
Attn: Lance A. Pyle, County Manager
Phone: 575-763-6016
Fax: 575-763-3656
Email: lpyle@currycounty.org

TO ARCHITECT: Formative Architecture

209 Gold Avenue SW
Albuquerque, NM 87102
Attn: Stephen Teeters,Principal
Phone: 505-510-4600
Email: stephent@formativearchitecture.com

25. **SCOPE OF CONTRACT**

This Contract incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of their parties or their agents shall be valid or enforceable unless embodied in this Contract.

Formative Architecture	**Curry County**
_____	_____
Its:	Lance A. Pyle, County Manager
Date:_____	Date: _____

FEE PROPOSAL

Architectural Services

FA Project #: P23-0043
Project: Curry County Fairgrounds Mounted Patrol Reno (CCMP)
Date: 11/21/2023

To: Ben Roberts
Public Services Director
Curry County
417 Gidding St., Suite 100
Clovis, NM 88101
broberts@currycounty.org
575-763-6016 Ext. 113

Project: Curry County Fairgrounds_Mounted Patrol Arena renovation

Ben,

Formative architecture PC (Formative) is pleased to provide this proposal for conceptual design services for the renovation of the existing Mounted Patrol Arena building located on the east side of the fairgrounds site, just to the north of the fair entrance ticketing office. The Curry County Fairgrounds operates the existing mounted patrol pavilion at 1900 E Brady Ave, Clovis, NM 88101. The existing building includes approximately 10,000sf of stepped bleacher seating raised above the dirt arena beyond to the east. Below the raised bleacher seating is existing space for storage, concessions, and toilet rooms. On either side of the grandstands, an accessible ramp on the north side and a steeper ramp on the south side are currently used to access the seating areas. These ramps lead to a concrete walkway running the length of the bleachers along their lower side. Stepping down from the central concrete walkway are stepped concrete platforms which accommodate portable chair seating directly adjacent to the wall of the arena field.

The proposed project will include limited improvements to the existing grandstand building. These improvements will include ADA and safety improvements, new concession spaces, and new toilet rooms. Separately from this project the County is reviewing options for a new press box, new A/V systems, and possibly executive seating options.

Formative will investigate one design option to locate the new concessions and toilet rooms below the existing stepped seating and one option to locate the new concessions and new toilet rooms adjacent to the grandstand building. Design consideration will also be given to the option to remove the wall cladding from beneath the stepped seating, opening it up to provide a shaded seating area.

SCOPE OF SERVICES

The County plans to work with contractors to complete improvements as the budget permits. Formative will provide a conceptual design for the County to use as a visioning document to guide future improvements.

Our proposed scope of work for the conceptual design includes:

- Conceptual as-builting of the existing grandstand building floor plan.
- Conceptual site plan design
- Conceptual floor plan design
- 3d walkthrough video showing the proposed conceptual design.
- (3) 3d renderings of the proposed conceptual design
- Conceptual design to show new seating layout, new exterior ramps, new concessions layout, new toilet room layouts, and new interior finishes.
- Electronic submission of the conceptual design package

FORMATIVE
architecture

- (1) presentation meeting with the County staff and/or the County Commissioners

For this project Formative proposes to use the following consultants: n/a.

FEE PROPOSAL FOR BASIC SERVICES

The renovation will include approximately 10,000sf.

CONCEPTUAL DESIGN SERVICES TOTAL $29,000
(not including NMGRT)

NOT INCLUDED IN BASIC SERVICES

The following are exclusions from Basic Services

- Construction documents.
- Specifications/ project manual.
- Architectural, Civil Engineering, Landscape Architecture, Structural Engineering, MEPT Engineering, and estimate of probable construction cost.
- Fire suppression design.
- FFE coordination, Kitchen equipment selection and coordination.
- Sub-soils Investigation Report, Surveying, Phase I investigation report.

ADDITIONAL SERVICES

Any service not referenced under basic services shall be considered as additional services. Additional services shall be charged at the hourly rates* described below.

Architect, Principal	$180/hr
Architect, Senior	$150/hr
Architect, Junior	$125/hr
Intern Architect, Senior	$100/hr
Intern Architect, Junior	$80/hr
Graphics	$70/hr
Admin/Financial	$80/hr
Project Manager	$115/hr
Other Consultants	Current Hourly Rates

*Plus, NMGRT where applicable

A charge of ten percent of the cost of any consultant shall be added to cover Formative's administrative expenses.

SCHEDULE

The A/E design team estimates the design schedule to complete 100% CDs will include 3 months (or 90 calendar days).

INVOICING

Fee will be invoiced monthly and based on services completed to date. Invoices are due and payable upon receipt.

ACCEPTANCE

Please review this fee proposal and respond with any questions. A formal AIA contract document will be provided for your review after the fee proposal negotiations are finalized.

Sincerely,



Stephen Teeters, RA
Principal Architect
Formative architecture PC

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: January 11, 2024
SUBJECT: **Request Approval of Line Item Transfer of $48,500 from the Commission Budget Contingency Line Item 401-12-5627 to the Maintenance Budget Building Repairs Line Item 401-32-5215 - Ben Roberts**

Requesting Approval

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Funding Request for HVAC Repairs.pdf

Curry County
New Mexico
Board of County Commissioners
417 Gidding Street, Suite 100
Clovis, NM 88101
Phone (575) 763-6016 · Fax (575) 763-3656

COMMISSIONERS
Fidel Madrid · District 1
Brad Bender · District 2
Dusty Leatherwood · District 3
Seth Martin · District 4
Robert Thornton · District 5

County Manager · Lance A. Pyle

January 4, 2024

Lance A. Pyle
Curry County Manager
417 Gidding St. STE 100
Clovis, NM. 88101

Re: Additional Funds Needed for HVAC Repairs

Lance,

As you are aware, this past year we have had multiple issues with the HVAC system at the Courthouse consisting of compressors and other equipment failing, refrigerant lines leaking and communication issues with the building automation system. Many pieces of the equipment are still under warranty, but the cost of the labor and refrigerant are not covered under the warranty. Some of the costs, I have submitted as a claim to insurance under our equipment breakdown policy and we are awaiting a response, but there are many other costs that we have to cover as a result of these issues. We are working with Trane to resolve the issues and currently have a few more to take care of such as a leak in the 3rd floor, which alone will be approximately $20,000 to perform the leak search, and another compressor replacement in the Sheriff's Office. Once those are resolved, I am hopeful that we will not have any major items occur, but as a result of the issues we have had, the Maintenance budget is depleted and we need additional funds to cover the repairs needed on the 3rd floor and invoices we will be receiving in the coming weeks for work performed. I am requesting $48,500 be transferred into the Maintenance budget to cover the current costs we are needing for the repairs. As we plan for next year's budget, we will most likely request additional funds in the repairs and maintenance budget and will also be looking into a maintenance agreement with Trane that will cap the dollar amount of repairs during the term of the agreement, if determined to be in the best interest of the County, but currently the repairs and maintenance line item in the Maintenance budget cannot cover the current need.

Respectfully,

Ben Roberts
Public Services Director

Finance Department

TO: Board of Curry County Commissioners
FROM: Troy Hall
DATE: January 11, 2024
SUBJECT: **Request Approval to Dispose of Non-Capital Inventory Items Per Attached Listing - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 12/28/2023

ATTACHMENTS:

- NON-CAP Disposal 1.11.24.pdf

Curry County Non-Capital Asset

1/11/24 Regular Meeting

Description	Cost	Date Acquired	Department	Asset/Tag No.	Comments	Disposition Intent
DELL OPTIPLEX; SN:J43GLS1	$ 155.00	UNK	IT DEPT	547	NOT WORKING	DISPOSE
POLYCOM PHONE IP331; SN:0004F2AC8566	$ 152.50	UNK	TREASURER	3052	BROKEN	DISPOSE
OKI PRINTER C332N; SN:62447501	$ 520.20	UNK	FINANCE	4192	BROKEN	DISPOSE
POLYCOM SOUNDPOINT IP331; SN:0004F2AC838A	$ 152.50	UNK	GRANTS	610	BROKEN	DISPOSE
DELL OPTIPLEX 3050; SN:DHMTDW2	$ 211.99	UNK	IT DEPT	3999	NOT WORKING	DISPOSE
TOTAL	$ 1,192.19					

APPROVED FOR DISPOSAL/SALVAGE/REMOVAL FROM INVENTORY
CURRY COUNTY COMMISSION

Robert Thornton, CHAIRMAN

Brad Bender, Vice Chair

Fidel Madrid, Member

Dusty Leatherwood, Member

Seth Martin, Member

Finance Department

TO: Board of Curry County Commissioners
FROM: Troy Hall
DATE: January 11, 2024
SUBJECT: **Request Approval to Dispose of Capital Inventory Item; One 2001 Chevy Blazer - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 12/28/2023

ATTACHMENTS:

- CAP Disposal 1.11.23.pdf
- 2001 Chevy Blazer.pdf

Curry County Capital Asset

1/11/2024 Regular Meeting

Description	Cost	Date Acquired	Department	Asset/Tag No.	Comments	Disposition Intent
2001 CHEVY BLAZER	$ 22,964.03	6/19/2001	ADMINISTRATION	89-06847	PAST USEFUL LIFE/UNSAFE TO OPERATE	DISPOSE/SCRAP/AUCTION

APPROVED TO REMOVE FROM INVENTORY
CURRY COUNTY COMMISSION

Robert Thornton, CHAIRMAN

Brad Bender, Vice Chair

Fidel Madrid, Member

Dusty Leatherwood, Member

Seth Martin, Member

EXHIBIT C

Curry County, NM
Vehicle Auction Form

Section 1: Completed by Department

Department:	ADMIN	Custodian:	MICHELLE MENDOZA
Year:	2001 CHEVY BLAZER	Make:	CHEVROLET
Model:	BLAZER	Asset Tag:	89-06847
Vin #:	1GNDT13W21K248648		
Purchase Date:	06/19/2001	Purchase Cost:	$22,964.03 / FMV: $1,222
Location:	417 GIDDING PARKING LOT	Mileage:	100972
Operational:	[x] YES [ ] NO	Park Date:	FY 2023-24
Known Issues:	STARTS WITH A JUMP		

Signature: *Michelle Mendoza* Date: 12/19/23

- All fields must be complete. Incomplete forms will be returned.
- Key must be placed in an envelope and clearly labeld with the last three digits of the VIN number.
- If you keep maintenance logs, attach a copy to this form

Section 2: Completed by Finance & Administration Department

Date Received:	12/18/23	Received By:	
Keys:	[x] YES [ ] NO	Title:	[x] YES [ ] NO
BoCC Approval:		Auditor Letter:	
Asset Removal:		Removed By:	
Finance Director:	Troy Hall	Date:	12/21/23
Approved for Sale:	[✓] YES [ ] NO		
County Manager:	Lonnie Pyle	Date:	12/23/2023

- Once the vehicles is ready to go auction, submit this form, the vehicle title, vehicle keys, and any other relevant information to the Auction Custodian.

Section 3: Completed by Auction Custodian

Auction Start:		Auctioned By:	
Auction End:		Sold:	[ ] YES [ ] NO
Buyer:		Sale Price:	
Vehicle Pickup:		Released By:	
Signature:		Date:	

- Return completed form, along with original Bill of Sale, to the Finance Department.
- Upon completion of all paperwork, the custodian for the Finance Department will sign off on this form and place all relevant paperwork into the vehicle file.

2001 Chevrolet Blazer Pricing Report

Style: Sport Utility 4D

Mileage: 100,972

KBB.com Consumer Rating: 4/5

Vehicle Highlights

Fuel Economy: City 15/Hwy 20/Comb 17 MPG

Engine: V6, 4.3 Liter

Transmission: Automatic

Drivetrain: 4WD

Country of Assembly: United States

Country of Origin: United States

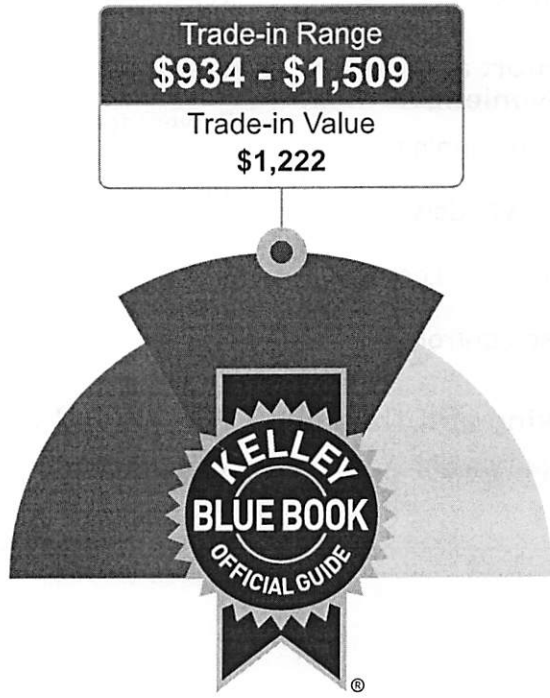
EPA Class: Sport Utility Vehicles

Max Seating: 6

Doors: 4

Body Style: Sport Utility

Trade in to a Dealer



Valid for **ZIP code 88101** through **12/21/2023**

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Exterior Color

✓ White

Engine

V6, 4.3 Liter

Transmission

Automatic

Drivetrain

4WD

Comfort and Convenience

Air Conditioning

Power Windows

Power Door Locks

Cruise Control

Steering

Power Steering

Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Cassette

Safety and Security

Dual Air Bags

Braking and Traction

ABS (4-Wheel)

Wheels and Tires

Alloy Wheels

Description #1 ADMIN 2001 CHEVY BLAZER 8648 G49795
Description #2 VIN 1GNDT13W21K248648 TAG 89-06847
Asset A/C# 400 - VEHICLES
Date Acquired 06/19/2001 **Depr Yr:** 23
Status Code A - Active
New / Used New
Valuation 22,964.03
Pers Prop Value 0.00
Sort Code 1
Sort Code 2
Sort Code 3
Sort Code 4
Sort Code 5
Sort Code 6
Sort Code 7
Sort Code 8
Accum. A/C#
Expense A/C#
User Defined #1
User Defined #2
Transfer Codes 12 Months allocated to this account

Group Select Codes
Group #1 Not Included
Group #2 Not Included
Group #3 Not Included
Group #4 Not Included
Group #5 Not Included

Special Tax Codes

Date Created 10/17/2020 - 1:45 PM
Date Modified 8/18/2023 - 7:51 AM

Method 1	Book (B)
Depr Method / Conv	SLP / FM
Depr Life	5.0000
Listed Code	N - Not Listed
Bus Percent	100.00
Cost	22,964.03
Sec 263A Cost	0.00
Salvage	0.00
ITC Code	O - ITC Omitted
ITC Amount	0.00
Qual Section 179	Yes
Excl Auto Assign 179	No
Section 179 Amount	0.00
Include in MQ Calc?	Yes
Depr Basis	22,964.03
Beg Acc Depr	22,964.03
Qual AFY / Percent	Not Qualified
AFY Amount	0.00
Current Depr	0.00
Ending Depr	22,964.03
Curr Depr Override	No - Calculated
Trade Adjustment	0.00
Gain or (Loss)	0.00
Net Book Value	0.00
Next Yr Depr - 2024	0.00

Use Internal Months YTD when calculating depreciation: No

Life - In Months	60.00
Months - YTD Beg of Yr	252.00
Months - Current Year	0.00
Months Left Beg of Yr	192.00

Finance Department

TO: Board of Curry County Commissioners
FROM: Troy Hall
DATE: January 11, 2024
SUBJECT: **Request Approval of Resolution #2024-02 Authorizing Budgetary Adjustments and Revisions in Fund 720 to Increase Revenue and Expenses by Four Hundred Thousand Dollars ($400,000) Due to Award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for Field Volunteer Fire Department Facility Improvements - Troy Hall**

Prepared by Kaitlin Bentley
Last updated on 12/28/2023

ATTACHMENTS:

- BAR 2024-02 FY24 Field FD Facility Improvements.pdf
- BAR Res 2024-02 FY24 FIELD FD FACILITY IMPROVEMENT.pdf

CURRY COUNTY
RESOLUTION NO. 2024-02

A RESOLUTION
AUTHORIZING BUDGETARY ADJUSTMENTS AND REVISIONS

WHEREAS, the Board of Commissioners of Curry County meeting in regular session on January 11, 2024 did propose to make budget adjustments and revisions; and

WHEREAS, the County of Curry does, through Budget Resolution 2024-02 ask that authorization for the budgetary adjustments and revisions be granted, as summarized in the attached sheet; and

WHEREAS, the County of Curry wishes to increase revenue and expenses by Four Hundred Thousand Dollars ($400,000) in a separate Fund #720 FY24 Field FD Facility Improvement due to award of FY24 Fire Protection Grant from New Mexico Department of Homeland Security and Emergency Management for Field Volunteer Fire Department Facility Improvements; and

NOW, THEREFORE, the Board of Commissioners of Curry County does hereby approve the aforementioned budget adjustment(s), and respectfully requests that authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of NM.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 11th day of January, 2024.

THE BOARD OF COUNTY COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

ATTEST:

_____
Dusty Leatherwood, Member

_____
Anastasia Hogland, County Clerk

_____
Seth Martin, Member

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

For Local Government Division use only:

ENTITY NAME: COUNTY OF CURRY
ENTITIRY NUMBER: 05005
FISCAL YEAR: FY2023-2024
DFA Resolution Number:

(A) ENTITY RESOULUTION NUMBER	(B) LPB ACCOUNT	(B) DFA ACCOUNT	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
2024-02	720-00-4010	20900-0001-47499	REVENUE	$0	($400,000.00)	($400,000)	INCREASE REVENUE FOR FY24 FIRE PROTECTION GRANT FIELD FD FACILITY IMPROVEMENT
	720-12-5611	20900-3002-58010	EXPENDITURES	$0	$400,000.00	$400,000	CONSTRUCTION
				TOTAL	$0		

ATTEST: _____
COUNTY CLERK OR DESIGNEE **(Date)**

_____
COMMISSION CHAIR OR DESIGNEE **(DA**

Commissioners Department

TO: Board of County Commissioners
FROM: Seth Martin
DATE: January 11, 2024
SUBJECT: **Request Approval to Change the Tuesday, February 13, 2024 Commission Meeting to Thursday, February 15, 2024 at 9:00 a.m. at 417 Gidding Commission Chambers – Seth Martin**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Meeting Change Correspondence.pdf

Lance Pyle

From: Lance Pyle <lpyle@currycounty.org> on behalf of Lance Pyle
Sent: Thursday, January 4, 2024 11:03 AM
To: S Martin
Subject: RE: [EXTERNAL SENDER] February

Seth,

February 14th and 15th are available days. I will place on the agenda for January 11th for the Commission to consider.

Lance A. Pyle
Curry County Manager

From: S Martin <cccd4martin@gmail.com>
Sent: Thursday, January 4, 2024 10:29 AM
To: Lance Pyle <lpyle@currycounty.org>
Subject: [EXTERNAL SENDER] February

Lance

Any chance of changing the meeting in February from the 13th to 15th or 20th?

Seth

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle and Jim Honea
DATE: January 11, 2024
SUBJECT: **Presentation of Floodplain Permit Request Frio Draw for the Eastern New Mexico Water Utility Authority – Lance A. Pyle and Jim Honea**

See attached.

Prepared by Kaitlin Bentley
Last updated on 12/18/2023

ATTACHMENTS:

- 2023.12.19_ENMWUA-RW3_Floodplain.pdf
- ENMRWS - Curry Floodplain Permit Presentation (1).pptx

Jacobs

Challenging today.
Reinventing tomorrow.

December 19, 2023

Lance Pyle
County Manager
Curry County

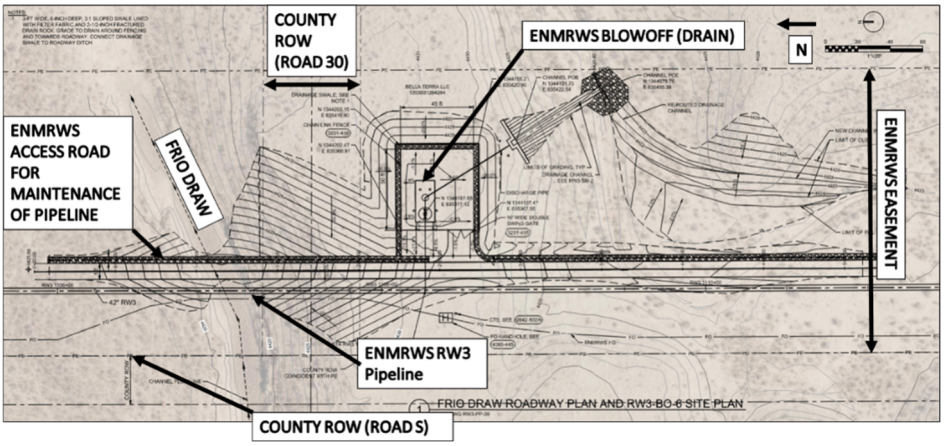
RE: Floodplain Permit Request for Crossing Frio Draw – Eastern New Mexico Rural Water System Raw Water 3

Mr. Pyle,

Eastern New Mexico Water Utility Authority (ENMWUA) is seeking a floodplain permit from Curry County for the installation of a 42-inch diameter pipeline and an access road across Frio Draw. The purpose of this letter is to document floodplain-related information on the Frio Draw crossing for the Eastern New Mexico Rural Water System (ENMRWS) – Raw Water 3 (RW3) pipeline project. The crossing is located about 3 miles east of Curry Road Q, near the Curry Road S right-of-way.

Figure 1 shows the pipeline and access road crossing of Frio Draw and the proposed grading. The pipeline will cross Frio Draw using trenching methods. In addition to the pipeline, an access road will be constructed for the maintenance of the pipeline and blowoff facility. Cuts are necessary along the Frio Draw banks to maintain a suitable grade for the access road.

Figure 1 – Detailed Drawing of Pipeline and Road Crossing of Frio Draw



Frio Draw is classified as a Federal Emergency Management Agency (FEMA) Zone A approximate floodplain, per FEMA Flood Insurance Rate Map (FIRM) panel 35009C0275D. After consulting with the State Floodplain Coordinator, it has been determined that the proposed crossing and grading will not adversely impact the Zone A approximate floodplain.

Sincerely,

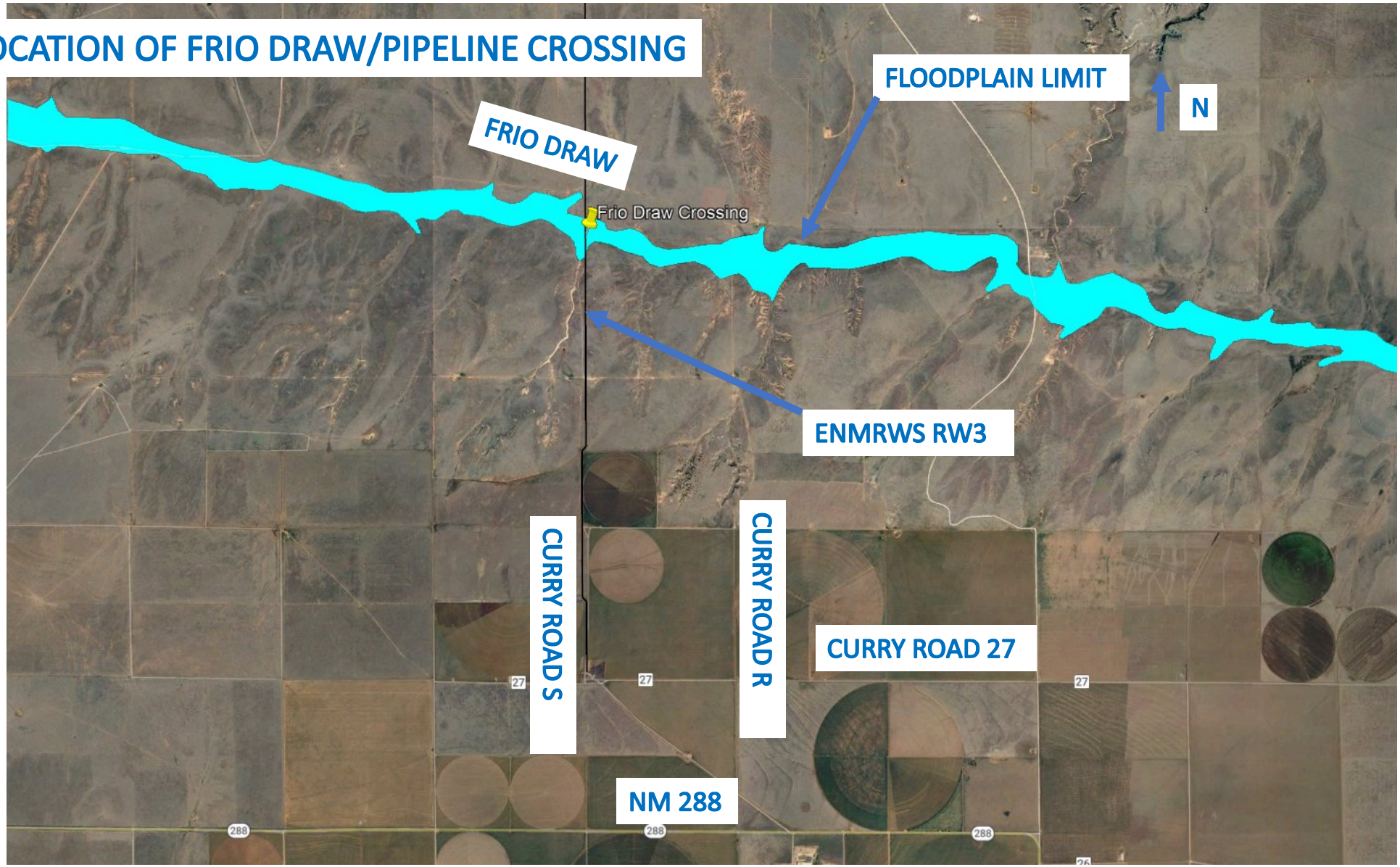
Jim Honea

Jim Honea, P.E.

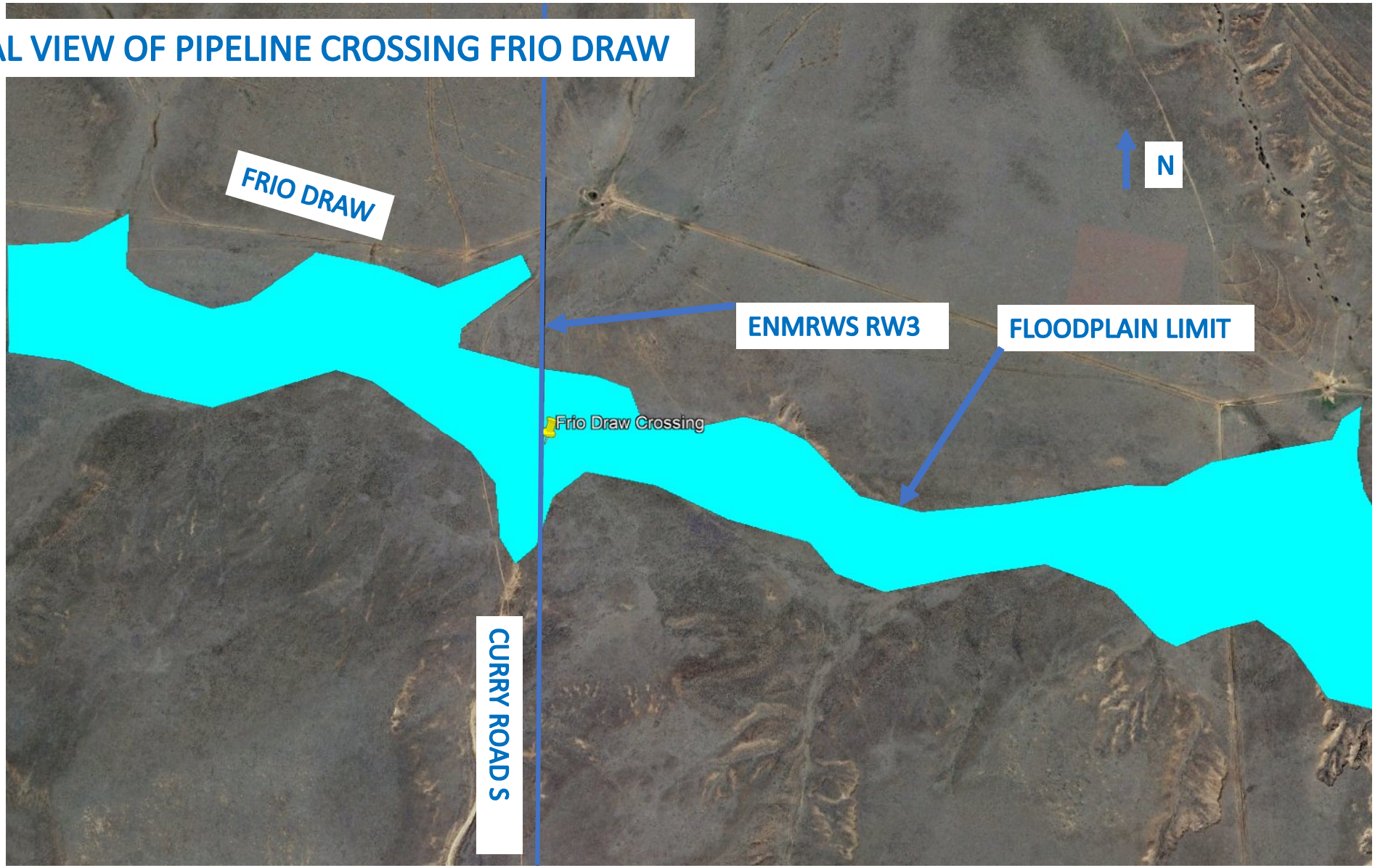
Project Manager

Jacobs Engineering (Consulting Engineer for ENMWUA)

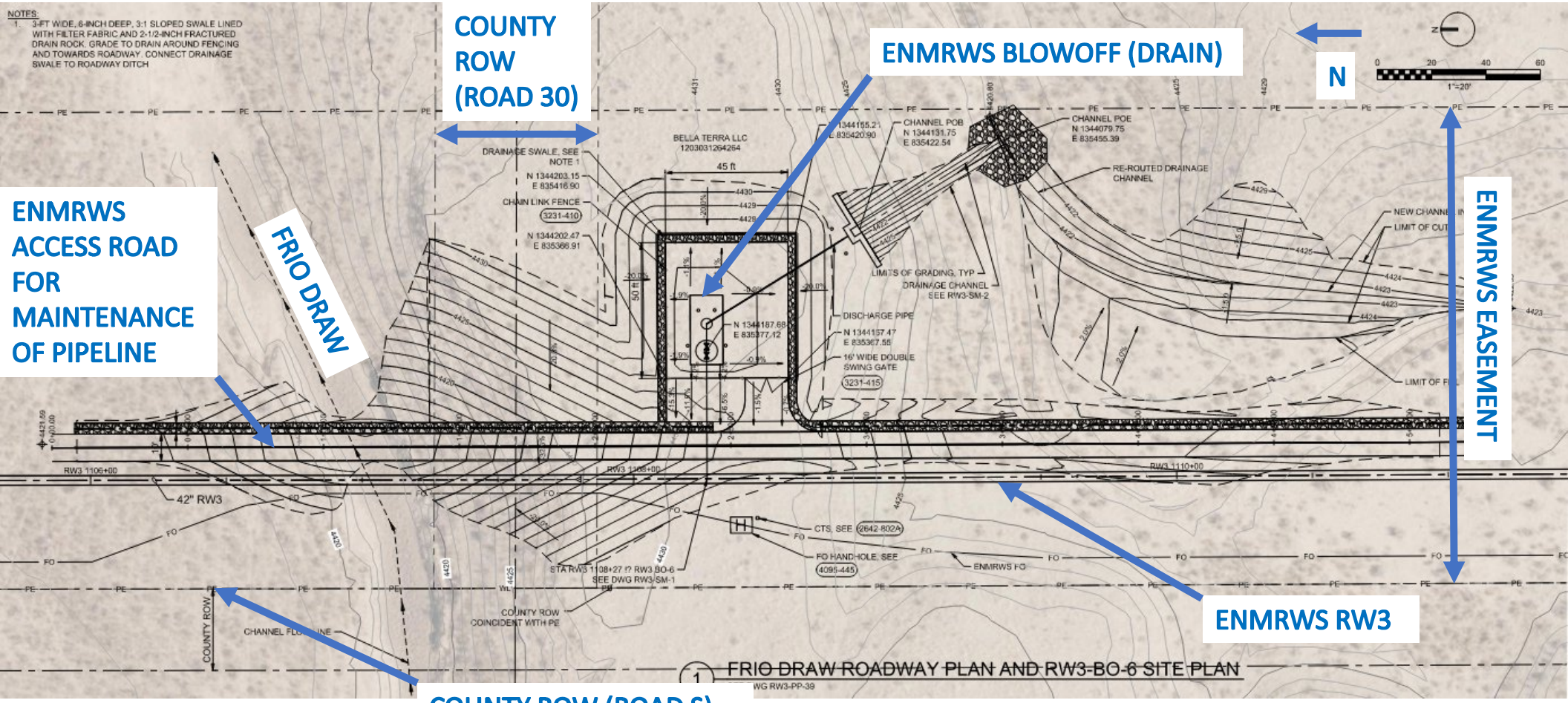
LOCATION OF FRIO DRAW/PIPELINE CROSSING



AERIAL VIEW OF PIPELINE CROSSING FRIO DRAW



DETAILED DRAWING OF PIPELINE AND ROAD CROSSING OF FRIO DRAW



Events Center Department

TO: Board of County Commissioners
FROM: KC Messick
DATE: January 11, 2024
SUBJECT: **Presentation of Events Center and Fairgrounds Financial Statements Ending November 30, 2023 – KC Messick**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/05/2024

ATTACHMENTS:

- 05 Nov 2023 Financial Statements.pdf



Curry County Events Center

Financial Statements

For the Fifth Month Ending November 30, 2023

Distribution:

Curry County
Lance Pyle
Troy Hall

OVG360

Keller Taylor
Amy Dunning
Kyle Messick

Submitted by:

Kyle C Messick
General Manager

Dena Plyler
Director of Finance

Curry County Events Center
Financial Statements
For the Fifth Month Ending November 30, 2023

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SPECTRA / COMCAST-SPECTACOR
BALANCE SHEET ANALYSIS
CONTROL FORM

Spectra Facility Curry County Events Center

Month November

Year 2023

	Date Completed	By:
Bank Reconciliations		
Operations	12/19/2023	DP
Events	12/19/2023	DP
Change	12/19/2023	DP
Accounts Receivable Analysis	12/19/2023	DP
A/R Reserve (Bad Debt) Account	12/19/2023	DP
Accounts Payable Analysis	12/19/2023	DP
Accrued Liabilities Analysis	12/19/2023	DP
Advance Ticket Analysis	n/a	DP
Deferred Income Analysis	12/19/2023	DP
Employee Incentive Payable Analysis	12/19/2023	DP
Reconciliation of InterCo Balances	12/19/2023	DP
Prepaid Expenses Analysis	12/19/2023	DP
Event Liability Analysis	12/19/2023	DP
Concessions Inventory- Food	12/19/2023	DP
Concessions Inventory- Non Alchoholic Inventory	12/19/2023	DP
Concessions Inventory- Liquor Inventory	12/19/2023	DP
Concessions Inventory- Beer Inventory	12/19/2023	DP
Concessions Inventory- Wine	12/19/2023	DP

I attest that all of the above have been completed and reviewed:

Dena Plyler 12-19-23
Dena Plyler, Director of Finance Date

Kyle C Messick 1/4/24
Kyle C Messick, General Manager Date

Comments: _____

Corporate Finance Dept Use Only:
Date Received
Reviewed by:

Corporate Finance Dept Use Only:
Date Received
Reviewed by:

Curry County Events Center
MONTHLY FINANCIAL STATEMENT COMMENTS
For the Fifth Month Ending November 30, 2023

	ACTUAL	BUDGET	FAV(UNFAV) VARIANCE
NO OF EVENTS	8	6	2
PAID ATTENDANCE	1,400	3,200	(1,800)
DIRECT EVENT INCOME	(7,494)	32,400	(39,894)
FACILITY FEE	0	0	0
NET TICKETING REVENUE	0	0	0
ANCILLARY INCOME	17,688	7,045	10,643
TOTAL EVENT INCOME	10,194	39,445	(29,251)
OTHER INCOME	9,812	3,949	5,863
INDIRECT EXPENSES	92,112	78,935	(13,176)
NET INCOME (LOSS)	(72,106)	(35,541)	(36,564)

COMMENTS:

EVENT INCOME: Variance BUDGET BY (29,251) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Other Family Shows	(2,107)	
Banquets	0	
Meetings	0	
Special Events	(27,725)	
Charity/Community Events	(800)	Proceeds go to charities participating in event
Graduations	0	
Equestrian Events	2,337	Event rescheduled in current month
Dance	0	
Fair	(636)	Pd a late fair invoice
	(28,931)	

OTHER INCOME: Variance BUDGET BY 5,863 DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Advertising Sponsorship Income	1,017	
Shavings COGS	361	
Vending COGS	28	
Stalls Pass Thru	(213)	
RV Rentals Pass Thru	(388)	
Riding Fees	5,081	
Shavings and Supplies	(151)	
Convenience Fees	(20)	
Interest Income	198	Interest earned per bank statement.
	5,863	
	-	

INDIRECT EXPENSES: Variance BUDGET BY (13,176) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
General & Administration	1,889	
Finance	(1,935)	
Operations	(22,723)	
Event Production	4,858	
Sales	(275)	
Food and Beverage	(1,577)	
Overhead	5,939	
Total	(13,824)	
	647.63	Due to corrections in past reports

Curry County Events Center
YEARLY FINANCIAL STATEMENT COMMENTS
For the Fifth Month Ending November 30, 2023

	ACTUAL	BUDGET	FAV(UNFAV) VARIANCE
NO OF EVENTS	51	40	11
Turnstile Attendance- General	44,421	40,900	3,521
NET TICKETING REVENUE	0	0	-
ANCILLARY INCOME	36,509	27,962	8,547
TOTAL EVENT INCOME	105,613	86,972	18,641
OTHER INCOME	35,445	19,745	15,700
INDIRECT EXPENSES	428,061	413,385	(14,676)
NET Operating Income (LOSS)	(287,003)	(306,668)	19,665

COMMENTS:

EVENT INCOME: Variance BUDGET BY 18,641 DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Boxing	0	
Other Sports	(800)	variance due to no event booked
Minor Concerts	0	
Concerts	0	
Rodeo	0	
Circus	0	
Other Family Shows	(4,344)	variance due to only one event booked
Banquets	834	
Meetings	739	
Consumer Shows	692	
Conventions	0	
Special Events	(20,129)	
Charity/Community Events	(8,112)	proceeds go to participants
Graduations	0	
Other	0	
Equestrian Events	6,459	
Dance	0	
Fair	43,302	
	$18,641	
	-	

OTHER INCOME: Variance BUDGET BY 15,700 DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
Advertising Sponsorship Income	5,771	
Shavings COGS	(1,204)	
Vending COGS	140	
Vending & Vendors Income	11,223	Received yearly Pepsi Rebate check
Stalls Pass Thru	(794)	
RV Rentals Pass Thru	(1,733)	
Riding Fees	4,822	
Shavings and Supplies	(3,363)	
Convenience Fees	(100)	
Interest Income	939	
	15,700	
	-	

INDIRECT EXPENSES: Variance BUDGET BY (14,676) DUE TO THE FOLLOWING:

	FAV(UNFAV) VARIANCE	COMMENTS:
General & Administration	(318)	
Finance	3,211	Favorable variance due to underbudgeted salary.
Operations	(74,815)	
Event Production	4,736	
Sales	(758)	
Food and Beverage	1,675	
Overhead	51,593	
	(14,676)	
	(0.000)	

Curry County Events Center
ROLLING FORECAST
For the Fifth Month Ending November 30, 2023
FYE June 30, 2024

	ACTUAL July-Nov	PROJECTED Dec-June	TOTAL PROJECTED FYE 2024	BUDGET FYE June 30, 2024	VARIANCE
# OF EVENTS DAYS	51	59	110	124	(14)
Direct Event Revenue	428,376	104,800	533,176	464,604	68,572
Promoter Proceeds	0	0	0	0	0
Direct Service Expense	(28,721)	(74,890)	(103,611)	(371,257)	267,646
DIRECT EVENT INCOME	69,103	29,910	99,013	**93,347**	5,666
Ancillary Revenue	74,588	115,750	190,338	157,104	33,234
Ancillary Expenses	(38,079)	(52,088)	(90,166)	(71,552)	(18,614)
NET ANCILLARY INCOME	36,509	63,663	100,172	**85,552**	14,620
Other Revenue	38,454	28,269	66,723	52,840	13,883
Other Income COG	(3,009)	(6,502)	(9,511)	(4,665)	(4,846)
NET OTHER INCOME	35,445	21,767	57,212	**48,175**	9,037
INDIRECT EXPENSES	(428,061)	(521,552)	(949,613)	(1,001,669)	52,056
NET OPERATING INCOME (LOSS)	**(287,003)**	**(406,212)**	**(693,216)**	**(774,595)**	**81,379**
TOTAL GROSS REVENUE	**532,554**	**248,819**	**790,237**	**674,548**	**115,689**

Comments:

Incentive Fee Calculation
20% of the Gross Revenue generated from the facility during the operating year in excess of established benchmark of $600,000

Total Gross Operating Revenue:	Benchmark	In Excess	Percent	Incentive Fee
$ 532,553.51	$600,000	$ (67,446.49)	20%	$ (13,489.30)

Percent of Benchmark Accomplished: 88.76%

Projected Annual Total Gross Revenue: *$790,237*

Projected Incentive Fee Expense: *$38,047*

Director of Finance
Dena Plyler

General Manager
Kyle C Messick

Curry County Events Center
BALANCE SHEET
For the Fifth Month Ending November 30, 2023

ASSETS

CURRENT ASSETS			
Cash & cash equivalents		295,880	
Restricted Cash		0	
Accounts receivable	$	59,498	
Accounts Receivable from Third Party	$	15,431	
Prepaid	$	(522)	
INVENTORY	$	17,238	
Other Long Term		0	
TOTAL CURRENT ASSETS			387,525
TOTAL ASSETS			387,525

LIABILITIES AND EQUITY

CURRENT LIABILITIES			
Accounts payable		20,170	
Accrued payroll & related costs		937	
Sales and Use Tax payable		7,267	
Other accrued liabilities		656	
Deferred Compensation - Bonus Accrual		18,459	
DEPOSITS AND DEFERRED INCOME		33,788	
TOTAL CURRENT LIABILITIES			81,277
LONG TERM LIABILITIES			
TOTAL LONG TERM LIABILITIES			0
TOTAL LIABILITIES			81,277
EQUITY			
Retained Earnings		(5,466,748)	
Client Funding		6,060,000	
Current Retained Earnings		(287,003)	
TOTAL EQUITY			306,248
TOTAL LIABILITIES AND EQUITY			387,525

Balance Sheet
As of 11/30/2023

Curry County Events Center (CUR)

Assets				
Current Assets				
1000-0020-000-00-2350	Cash & cash equivalents-Change Safe / Petty Cash	$	6,700.00	
1000-0040-000-00-2350	Cash & cash equivalents-Events Account	$	87,223.74	
1000-0050-000-00-2350	Cash & cash equivalents-Operating Checking Account	$	201,956.70	
1020-0170-000-00-2350	Accounts receivable-Other Receivables	$	59,498.14	
1021-1010-000-00-2350	Accounts Receivable PR Clearing Account	$	15,430.75	
1070-0450-000-00-2350	Prepaid-Prepaid Other	$	-521.92	
1090-3000-000-00-2350	Inventory-Catering Food	$	4,461.38	
1090-3050-000-00-2350	Inventory-Catering Non-Alc	$	3,256.03	
1090-3180-000-00-2350	Inventory-Concessions Liquor	$	5,361.23	
1090-3190-000-00-2350	Inventory-Catering Wine	$	219.66	
1090-3200-000-00-2350	Inventory-Concessions Beer	$	3,939.67	
	Total Current Assets:			$ 387,525.38
	Total Assets:			$ 387,525.38
Liabilities				
Current Liabilities				
2000-0070-000-00-2350	Accounts payable-AP	$	20,169.98	
2030-1000-000-00-2350	Accrued payroll & related costs-Garnishments Payab	$	133.92	
2030-1130-000-00-2350	Accrued payroll & related costs-401K	$	803.23	
2070-1140-000-00-2350	Sales and Use Tax payable-Tax	$	7,266.58	
2080-1290-000-00-2350	Accrued Liabilities - Corplt QTR, Gold100 Sage YRL	$	26,308.87	
2080-3820-000-00-2350	Other accrued liabilities-Event Revenue	$	2,614.20	
2080-3820-072-01-2350	Other accrued liabilities-Event Revenue	$	-718.76	
2080-3820-077-23-2350	Other accrued liabilities:Event Revenue-Fair-CURRY	$	-28,098.40	
2080-3820-077-24-2350	Other accrued liabilities:Event Revenue-Fair-CURRY	$	550.00	
2130-1010-000-00-2350	Deferred Compensation - Bonus Accrual-Accrued Wage	$	18,458.96	
2140-1430-045-05-2350	Deposits and Deferred income-Advanced Deposits	$	800.00	
2140-1430-045-18-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Oth	$	360.00	
2140-1430-045-29-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Oth	$	631.66	
2140-1430-050-02-2350	Deposits and Deferred income:Advanced Deposits-Ban	$	4,587.35	
2140-1430-050-04-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Ban	$	500.00	
2140-1430-051-03-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Mee	$	355.71	
2140-1430-051-07-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Mee	$	420.95	
2140-1430-055-02-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Spe	$	500.00	
2140-1430-066-01-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Gra	$	500.00	
2140-1430-077-18-2350	Deposits and Deferred income-Advanced Deposits	$	454.00	
2140-1430-077-19-2350	Deposits and Deferred income-Advanced Deposits	$	1,138.93	
2140-1430-077-21-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Fai	$	1,011.00	
2140-1430-077-23-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Fai	$	1,025.00	
2140-1430-077-24-2350	DEPOSITS AND DEFERRED INCOME:Advanced Deposits-Fai	$	3,350.00	
2140-4520-000-00-2350	Deposits and Deferred income-Sponsorship Income	$	18,153.88	
	Total Current Liabilities:			$ 81,277.06
	Total Liabilities:			$ 81,277.06
Equity				
3070-0000-000-00-2350	Client Funding-Balance Sheet	$	6,059,999.96	
3200-0000-000-00-2350	Retained Earnings-Balance Sheet	$	-5,466,748.45	
3200-0000-000-00-2350	Retained Earnings-Current Year	$	-287,003.19	
	Total Equity:			$ 306,248.32
	Total Liabilities & Equity:			$ 387,525.38

Curry County Events Center
GROSS INCOME STATEMENT
For the Fifth Month Ending November 30, 2023

	PERIOD TO DATE			YEAR TO DATE		
	Actual	Curr Budget	Budget Variance	Actual	Curr Budget	Budget Variance
Number of Events	8	6	2	51	40	11
Total Paid General	0	0	0	0	0	0
Turnstile Attendance- General	1,400	3,200	(1,800)	44,421	40,900	3,521
TOTAL ATTENDANCE	1,400	3,200	(1,800)	44,421	40,900	3,521
RENTAL INCOME						
GROSS TICKET REVENUE	0	0	0	172,067	151,500	20,567
SPONSORSHIP REVENUE	0	0	0	8,864	2,500	6,364
EVENT SPONSORSHIP REVENUE	0	0	0	0	0	0
RENT BILLED	6,336	36,400	(30,064)	180,897	186,850	(5,953)
GROSS REVENUE	6,336	36,400	(30,064)	361,828	340,850	20,978
PROMOTER PROCEEDS	0	0	0	0	0	0
NET RENTAL INCOME	6,336	36,400	(30,064)	361,828	340,850	20,978
Service Income						
BOX OFFICE FEE	0	0	0	0	0	0
EVENT ADVERTISING BILLED	0	0	0	24,683	26,000	(1,317)
EQUIPMENT RENTAL	200	0	200	2,400	0	2,400
Event Insurance billed	1,800	80	1,720	2,962	(820)	3,782
OTHER SERVICES BILLED	0	0	0	0	963	(963)
Security	100	100	0	700	550	150
Miscellaneous Income	(1,431)	0	(1,431)	(4,772)	3,258	(8,030)
Shavings Feed COS	1,093	0	1,093	3,155	0	3,155
Horse Stall Rental	9,465	0	9,465	31,378	21,000	10,378
RV Rental	3,664	0	3,664	11,691	6,500	5,191
Total Service Income	14,891	180	14,711	66,547	58,375	8,172
Direct Event Revenue	21,227	36,580	(15,353)	428,376	399,225	29,151
Service Expense:						
CHANGEOVER WAGES	6,873	2,400	(4,473)	64,869	41,760	(23,109)
Security Expense	0	0	0	8,039	5,600	(2,439)
Audio Visual Expense	0	0	0	13,532	15,000	1,468
Concession Wages	4,320	1,780	(2,540)	10,625	9,772	(853)
Parking COS	0	0	0	2,000	2,500	500
License Fees	0	0	0	0	626	626
EVENT STAFF WAGES	0	0	0	2,171	3,271	1,100
EVENT TICKET SELLER WAGES	0	0	0	9,500	9,500	0
Buidling Supplies	0	0	0	0	0	0
Advertising Expense	6,824	0	(6,824)	31,749	26,000	(5,749)
UTILITIES EXPENSE	0	0	0	8,019	8,000	(19)
Linen	0	0	0	0	0	0
Cleaning Supplies	0	0	0	0	0	0
Event Insurance Expense	320	0	(320)	8,945	8,258	(687)
Ticket printing fees	0	0	0	0	0	0
GROUP SALES COMMISSIONS	0	0	0	0	0	0
Trash Removal	0	0	0	6,327	6,413	86
Equipment Rental	0	0	0	12,164	14,750	2,586
PRODUCTION EXPENSE	0	0	0	3,643	0	(3,643)
Credit card fees expense	546	0	(546)	2,731	750	(1,981)
ELECTRICIANS WAGES	0	0	0	0	465	465
ENTERTAINMENT/ Artist EXPENSE	0	0	0	113,851	144,050	30,199
MISC EVENT EXPENSE	8,337	0	(8,337)	59,109	43,000	(16,109)
Total Service Expense	28,721	4,180	(24,541)	359,273	340,215	(19,058)
Total Event Service Income/(Loss)	(13,829)	(4,000)	(9,829)	(292,725)	(281,840)	(10,885)
DIRECT EVENT INCOME	(7,494)	32,400	(39,894)	69,103	59,010	10,093
FACILTY FEE REVENUE	0	0	0	0	0	0

CONV/TICKET PROC REVENUE	0	0	0	0	0	0
TOTAL SURCHARGE/REBATE/PRESHOW	0	0	0	0	0	0
ANCILLARY INCOME						
Concession Sales	27,464	27,000	464	74,588	65,804	8,784
Concession COGS	9,776	19,955	10,179	38,079	37,842	(237)
Net Concessions	17,688	7,045	10,643	36,509	27,962	8,547
AV Sales	0	0	0	0	0	0
TOTAL ANCILLARY INCOME	17,688	7,045	10,643	36,509	27,962	8,547
EVENT OPERATING INCOME	10,194	39,445	(29,251)	105,613	86,972	18,641
INDIRECT EXPENSES:						
General & Administration	9,708	11,597	1,889	49,951	49,633	(318)
Finance	11,595	9,660	(1,935)	46,949	50,160	3,211
Event Production	1,215	6,074	4,858	25,821	30,556	4,736
Sales	1,192	917	(275)	4,641	3,883	(758)
Operations	58,511	35,788	(22,723)	262,892	188,077	(74,815)
Food and Beverage	4,586	3,009	(1,577)	16,268	17,943	1,675
Overhead	5,953	11,892	5,939	21,539	73,132	51,593
TOTAL INDIRECT EXPENSES	92,112	78,935	(13,176)	428,061	413,385	(14,676)
GROSS BUILDING OPERATING INCOME	(81,917)	(39,490)	(42,427)	(322,448)	(326,413)	3,965
OTHER INCOME						
Advertising Sponsorship Income	4,317	3,300	1,017	22,271	16,500	5,771
Shavings	0	(361)	361	(3,009)	(1,805)	(1,204)
Vending	0	(28)	28	0	(140)	140
Stalls	37	250	(213)	456	1,250	(794)
RV Rentals	0	388	(388)	207	1,940	(1,733)
Shavings and Supplies	139	290	(151)	(1,913)	1,450	(3,363)
Riding Fees	5,141	60	5,081	5,122	300	4,822
Convenience Fees Revenue	0	20	(20)	0	100	(100)
Vending Revenue	0	50	(50)	11,473	250	11,223
Interest Income	178	(20)	198	839	(100)	939
TOTAL OTHER INCOME	9,812	3,949	5,863	35,445	19,745	15,700
NET OPERATING INCOME (LOSS)	(72,106)	(35,541)	(36,564)	(287,003)	(306,668)	19,665
GROSS REVENUE RECAP						
GROSS TICKET REVENUE	0	0	0	172,067	151,500	20,567
GROSS RENTAL REVENUE	6,336	36,400	(30,064)	180,897	186,850	(5,953)
GROSS SPONSORSHIP	0	0	0	0	0	0
GROSS SERVICE REVENUE	14,891	180	14,711	66,547	58,375	8,172
GROSS CONCESSIONS REVENUE	27,464	27,000	464	74,588	65,804	8,784
GROSS OTHER REVENUE	9,812	4,338	5,474	38,454	21,690	16,764
TOTAL GROSS REVENUE	58,503	67,918	(9,415)	532,554	484,219	48,335

Curry County Events Center
CONSOLIDATED INCOME STATEMENT
For the Fifth Month Ending November 30, 2023

	PERIOD TO DATE			YEAR TO DATE		
	Actual	Curr Budget	Budget Variance	Actual	Curr Budget	Budget Variance
Number of Events	8	6	2	51	40	11
Total Paid General	0	0	0	0	0	0
Turnstile Attendance- General	1,400	3,200	(1,800)	44,421	40,900	3,521
TOTAL ATTENDENCE	1,400	3,200	(1,800)	44,421	40,900	3,521
RENTAL INCOME						
GROSS TICKET REVENUE	0	0	0	172,067	151,500	20,567
SPONSORSHIP REVENUE	0	0	0	8,864	2,500	6,364
EVENT SPONSORSHIP REVENUE	0	0	0	0	0	0
RENT BILLED	6,336	36,400	(30,064)	180,897	186,850	(5,953)
TOTAL RENTAL REVENUE	6,336	36,400	(30,064)	361,828	340,850	20,978
PROMOTER PROCEEDS	0	0	0	0	0	0
NET RENTAL INCOME	6,336	36,400	(30,064)	361,828	340,850	20,978
NET SERVICE INCOME / (LOSS)	(13,829)	(4,000)	(9,829)	(292,725)	(281,840)	(10,885)
DIRECT EVENT INCOME	(7,494)	32,400	(39,894)	69,103	59,010	10,093
ANCILLARY INCOME						
CONCESSIONS	17,688	7,045	10,643	36,509	27,962	8,547
TOTAL ANCILLARY INCOME	17,688	7,045	10,643	36,509	27,962	8,547
EVENT OPERATING INCOME	10,194	39,445	(29,251)	105,613	86,972	18,641
INDIRECT EXPENSES:						
General & Administration	9,708	11,597	1,889	49,951	49,633	(318)
Finance	11,595	9,660	(1,935)	46,949	50,160	3,211
Event Production	1,215	6,074	4,858	25,821	30,556	4,736
Sales	1,192	917	(275)	4,641	3,883	(758)
Operations	58,511	35,788	(22,723)	262,892	188,077	(74,815)
Stagehands	0	0	0	0	0	0
Food and Beverage	4,586	3,009	(1,577)	16,268	17,943	1,675
Overhead	5,953	11,892	5,939	21,539	73,132	51,593
TOTAL INDIRECT EXPENSES	92,112	78,935	(13,176)	428,061	413,385	(14,676)
GROSS BUILDING OPERATING INCOME	(81,917)	(39,490)	(42,427)	(322,448)	(326,413)	3,965
OTHER INCOME						
Advertising Sponsorship Income	4,317	3,300	1,017	22,271	16,500	5,771
Shavings	0	(361)	361	(3,009)	(1,805)	(1,204)
Vending COG	0	(28)	28	0	(140)	140
Stalls	37	250	(213)	456	1,250	(794)
Fair Ticket Booth Sales	0	0	0	0	0	0
RV Rentals	0	388	(388)	207	1,940	(1,733)
Shavings and Supplies	139	290	(151)	(1,913)	1,450	(3,363)
Ride Fees	5,141	60	5,081	5,122	300	4,822
Convenience Fees Revenue	0	20	(20)	0	100	(100)
Interest Income	178	(20)	198	839	(100)	939
Vending Revenue	0	50	(50)	11,473	250	11,223
TOTAL OTHER INCOME	9,812	3,949	5,863	35,445	19,745	15,700
NET OPERATING INCOME (LOSS)	(72,106)	(35,541)	(36,564)	(287,003)	(306,668)	19,665

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For the Fifth Month Ending November 30, 2023

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Other Sports									
Number of Events	0	0	0	0	0	0	0	0	0
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	0	0	0	0	0	0
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	0	800	(800)	0	800	(800)
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	0	0	0	0	0	0
Other Sports	0	0	0	0	800	(800)	0	800	(800)
Circus									
Number of Events	0	0	0	0	0	0	0	1	-1
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	0	200	-200	0	1,000	-1,000
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	0	0	0	0	2,700	-2,700
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	0	0	0	0	0	0
TOTAL EVENT INCOME	0	0	0	0	0	0	0	2,700	-2,700
Other Family Shows									
Number of Events	0	1	-1	6	6	0	6	17	-11
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	200	-200	840	1,200	-360	840	3,400	-2,560
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	223	830	-607	6,009	5,080	929	6,009	14,560	-8,551
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	1,500	-1,500	3,728	9,000	-5,272	3,728	25,500	-21,772
TOTAL EVENT INCOME	223	2,330	-2,107	9,736	14,080	-4,344	9,736	40,060	-30,324
Banquets									
Number of Events	0	0	0	1	0	1	1	1	0
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	500	0	500	500	425	75
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	834	0	834	834	4,950	-4,116
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	0	0	0	0	0	0
TOTAL EVENT INCOME	0	0	0	834	0	834	834	4,950	-4,116
Meetings									
Number of Events	0	0	0	2	0	2	2	0	2
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	150	0	150	150	0	150
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	739	0	739	739	0	739
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	0	0	0	0	0	0
TOTAL EVENT INCOME	0	0	0	739	0	739	739	0	739
Consumer Shows									
Number of Events	0	0	0	3	3	0	3	8	-5
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	3,500	2,000	1,500	3,500	6,000	-2,500
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	0	0	0	1,830	2,400	-570	1,830	15,200	-13,370
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	1,262	0	1,262	1,262	990	272
TOTAL EVENT INCOME	0	0	0	3,092	2,400	692	3,092	16,190	-13,098

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For the Fifth Month Ending November 30, 2023

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Special Events									
Number of Events	**2**	2	0	**7**	5	2	**7**	13	-6
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**300**	1,800	-1,500	**1,350**	2,850	-1,500	**1,350**	11,400	-10,050
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**421**	30,400	-29,979	**6,784**	34,250	-27,466	**6,784**	34,350	-27,566
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**2,854**	600	2,254	**7,937**	600	7,337	**7,937**	1,975	5,962
TOTAL EVENT INCOME	**3,275**	31,000	-27,725	**14,721**	34,850	-20,129	**14,721**	36,325	-21,604
Charity/Community Events									
Number of Events	**0**	0	0	**5**	8	-3	**5**	8	-3
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**2,000**	4,450	-2,450	**2,000**	4,450	-2,450
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**-800**	0	-800	**-4,941**	2,450	-7,391	**-4,941**	2,450	-7,391
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	0	0	**1,478**	2,200	-722	**1,478**	2,200	-722
TOTAL EVENT INCOME	**-800**	0	-800	**-3,462**	4,650	-8,112	**-3,462**	4,650	-8,112
Graduations									
Number of Events	**0**	0	0	**0**	0	0	**0**	3	-3
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**0**	0	0	**0**	0	0	**0**	6,400	-6,400
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**0**	0	0	**0**	0	0	**0**	2,400	-2,400
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**0**	0	0	**0**	0	0	**0**	1,925	-1,925
TOTAL EVENT INCOME	**0**	0	0	**0**	0	0	**0**	4,325	-4,325
Equestrian Events									
Number of Events	**6**	3	3	**22**	13	9	**22**	37	-15
Total Paid General	**0**	0	0	**0**	0	0	**0**	0	0
Turnstile Attenance - General	**1,100**	1,200	-100	**5,650**	4,250	1,400	**5,650**	16,650	-11,000
Turnstile Attendance- Suites	**0**	0	0	**0**	0	0	**0**	0	0
Direct Event Income	**-6,382**	1,170	-7,552	**16,936**	24,890	-7,954	**16,936**	49,040	-32,104
Facility Fee Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Suite Ticket Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Conv/Ticket Proc Revenue	**0**	0	0	**0**	0	0	**0**	0	0
Ancillary Income	**14,834**	4,945	9,889	**20,398**	5,985	14,413	**20,398**	25,110	-4,712
TOTAL EVENT INCOME	**8,452**	6,115	2,337	**37,334**	30,875	6,459	**37,334**	74,150	-36,816

Curry County Events Center
YEAR TO DATE EVENT SUMMARY

All Events
For the Fifth Month Ending November 30, 2023

	PERIOD TO DATE			YEAR TO DATE			ANNUAL BUDGET		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var	Month	YTD	Budget Var
Fair									
Number of Events	0	0	0	5	5	0	5	5	0
Total Paid General	0	0	0	0	0	0	0	0	0
Turnstile Attenance - General	0	0	0	30,431	25,950	4,481	30,431	25,950	4,481
Turnstile Attendance- Suites	0	0	0	0	0	0	0	0	0
Direct Event Income	-636	0	-636	40,912	-10,860	51,772	40,912	-10,860	51,772
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	0	0	0	1,707	10,177	-8,470	1,707	10,177	-8,470
TOTAL EVENT INCOME	-636	0	-636	42,619	-683	43,302	42,619	-683	43,302
Number of Events	8	6	2	51	40	11	51	93	(42)
Direct Event Income	(7,494)	32,400	(39,894)	69,103	59,010	10,093	69,103	120,590	(51,487)
Facility Fee Revenue	0	0	0	0	0	0	0	0	0
Suite Ticket Revenue	0	0	0	0	0	0	0	0	0
Conv/Ticket Proc Revenue	0	0	0	0	0	0	0	0	0
Ancillary Income	17,688	7,045	10,643	36,509	27,962	8,547	36,509	67,877	(31,368)
TOTAL EVENTS	10,194.16	39,445	(29,251)	105,613	86,972	18,641	105,613	188,467	(82,854)

DEPARTMENT

Curry County Events Center

CONSOLIDATED INDIRECT DEPARTMENT EXPENSES

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	17,069	19,805	2,735	93,087	99,023	5,936
Part-Time Labor	13,917	15,787	1,870	74,073	98,590	24,516
Temporary Labor	3,416	1,045	(2,370)	15,447	6,982	(8,466)
Allocated to Events	0	(6,738)	(6,738)	(2,101)	(59,041)	(56,940)
Bonus	2,567	2,567	0	9,533.35	9,533	0
Employee Benefits	4,891	5,235	344	24,815	26,174	1,359
401K	464	669	206	3,281	3,347	66
Payroll Taxes	4,058	3,140	(918)	19,736	15,387	(4,349)
Allocated to Events	0	0	0	791	(1,000)	(1,791)
Outside Payroll Service	2,802	603	(2,200)	6,494	3,013	(3,482)
Total Personnel Expenses	49,184	42,112	(7,072)	245,158	202,008	(43,150)
Expenses						
Other Travel Expense	0	0	0	2,306	7,800	5,494
Meeting & Marketing Expense	0	1,500	1,500	1,596	1,500	(96)
Insurance & Bonding	1,637	1,986	349	8,747	9,930	1,183
Workers Compensation	1,105	1,067	(39)	5,526	5,333	(193)
License Fees	2,600	508	(2,092)	2,858	2,542	(316)
Advertising Expense	860	417	(443)	2,073	2,083	11
Software Maintenance	379	373	(6)	2,074	1,866	(208)
Cell Phone/Telephone/Data Lines	0	0	0	100	0	(100)
Contracted Services	100	500	400	100	600	500
UTILITIES EXPENSE	6,772	9,924	3,152	48,026	49,621	1,594
Allocated to Events	0	0	0	(8,019)	(8,000)	19
Contracted Services	4,905	97	(4,808)	6,706	1,087	(5,619)
Equipment Maintenance Agreements	0	0	0	0	3,000	3,000
Landscaping And Grounds	0	0	0	0	0	0
Buidling Supplies	4,549	2,944	(1,605)	14,342	17,361	3,019
R&M Equipment	1,216	1,120	(96)	5,017	6,720	1,703
Equipment Rental	7,781	0	(7,781)	8,230	6,000	(2,230)
R&M Building	4,086	2,720	(1,366)	34,942	16,320	(18,622)
Landscaping And Grounds	0	0	0	3,249	1,000	(2,249)
Automobile Expenses	456	766	310	3,998	4,409	411
Bad Debt Expense	0	0	0	0	0	0
Bank Fees	0	0	0	0	400	400
Buidling Supplies	1,242	267	(976)	5,071	1,333	(3,737)
Cleaning Supplies	2,092	1,414	(678)	12,133	7,069	(5,064)
Contingency	0	0	0	0	0	0
Credit card fees expense	0	300	300	564	1,500	936
Dues & Subscriptions	0	63	63	139	313	173
Training	0	0	0	1,483	2,000	517
Equipment Rental	0	160	160	1,463	800	(663)
Linen	1,108	1,083	(25)	7,781	5,417	(2,364)
Office Supplies	507	7,669	7,162	2,666	38,345	35,679
Pest Control Expense	216	180	(36)	1,134	900	(234)
Postage	95	125	30	95	1,125	1,030
Recruiting Expense	9	27	18	82	1,208	1,126
Relocation Expense	0	0	0	0	5,000	5,000
Cell Phone/Telephone/Data Lines	364	618	255	1,043	3,892	2,848
Trash Removal	1,097	995	(102)	4,205	12,355	8,150
Uniforms	332	0	(332)	3,173	550	(2,623)
Total Expenses	43,509	36,823	(6,686)	182,903	211,377	28,474
Total Departmental Expenses	92,693	78,935	(13,757)	428,061	413,385	(14,676)

100 DEPARTMENT

Curry County Events Center

General & Administration

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	6,348	6,346	(2)	31,742	31,731	(11)
Bonus	1,650	1,650	0	4,950	4,950	0
Employee Benefits	973	1,305	332	4,839	6,526	1,687
401K	0	69	69	0	344	344
Payroll Taxes	616	599	(17)	3,655	2,994	(662)
Outside Payroll Service	0	0	0	0	0	0
Total Personnel Expenses	9,587	9,969	382	45,186	46,544	1,358
Expenses						
Other Travel Expense	0	0	0	2,306	450	(1,856)
Meeting & Marketing Expense	0	1,500	1,500	1,596	1,500	(96)
Dues & Subscriptions	0	63	63	0	313	313
Training	0	0	0	458	500	42
Recruiting Expense	0	0	0	19	0	(19)
Cell Phone/Telephone/Data Lines	121	65	(56)	303	327	23
Total Expenses	121	1,628	1,507	4,765	3,089	(1,676)
Total Departmental Expenses	9,708	11,597	1,889	49,951	49,633	(318)

130 DEPARTMENT

Curry County Events Center

Finance

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	4,077	4,077	0	20,390	20,385	(5)
Part-Time Labor	1,897	1,885	(12)	5,038	10,206	5,168
Concession wages	0	0	0	0	1,000	1,000
Bonus	442	442	0	2,208	2,208	0
Employee Benefits	956	1,100	144	5,108	5,500	392
401K	226	204	(22)	1,336	1,019	(317)
Payroll Taxes	595	556	(39)	2,701	2,781	79
Allocated to Events	0	0	0	791	(1,000)	(1,791)
Outside Payroll Service	2,802	603	(2,200)	6,494	3,013	(3,482)
Total Personnel Expenses	10,995	8,866	(2,129)	44,066	45,111	1,045
Expenses						
Software Maintenance	379	373	(6)	1,916	1,866	(51)
Contracted Services	100	0	(100)	100	100	0
Automobile Expenses	0	52	52	0	338	338
Bad Debt Expense	0	0	0	0	0	0
Bank Fees	0	0	0	0	400	400
Credit card fees expense	0	300	300	564	1,500	936
Training	0	0	0	0	500	500
Cell Phone/Telephone/Data Lines	121	69	(52)	303	345	42
Total Expenses	600	794	194	2,883	5,049	2,165
Total Departmental Expenses	11,595	9,660	(1,935)	46,949	50,160	3,211

330 DEPARTMENT

Curry County Events Center

Operations

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	4,385	4,385	0	21,923	21,923	0
Part-Time Labor	12,125	12,127	2	63,279	79,509	16,230
Temporary Labor	3,416	1,045	(2,370)	15,447	4,182	(11,266)
Allocated to Events	0	(5,651)	(5,651)	0	(53,605)	(53,605)
Bonus	475	475	0	2,375	2,375	0
Employee Benefits	1,894	1,524	(370)	9,464	7,622	(1,842)
401K	238	243	5	1,945	1,215	(730)
Payroll Taxes	2,029	1,624	(405)	9,896	8,120	(1,776)
Allocated to Events	0	0	0	0	0	0
Outside Payroll Service	0	0	0	0	0	0
Total Personnel Expenses	24,562	15,773	(8,789)	124,329	71,341	(52,988)
Expenses						
Other Travel Expense	0	0	0	0	250	250
UTILITIES EXPENSE	6,772	9,924	3,152	48,026	49,621	1,594
Allocated to Events	0	0	0	(8,019)	(8,000)	19
Contracted Services	4,905	97	(4,808)	6,706	487	(6,219)
Equipment Maintenance Agreements	0	0	0	0	3,000	3,000
Landscaping And Grounds	0	0	0	3,249	1,000	(2,249)
Building Supplies	3,963	2,640	(1,323)	11,746	15,840	4,094
R&M Equipment	1,216	1,120	(96)	5,017	6,720	1,703
Equipment Rental	7,781	0	(7,781)	8,230	6,000	(2,230)
R&M Building	4,086	2,720	(1,366)	34,942	16,320	(18,622)
Other Expense	0	0	0	0	0	0
Automobile Expenses	456	589	133	3,998	2,946	(1,052)
Buidling Supplies	1,242	267	(976)	5,071	1,333	(3,737)
Cleaning Supplies	2,092	1,414	(678)	12,133	7,069	(5,064)
Landscaping And Grounds	0	0	0	0	0	0
Dues & Subscriptions	0	0	0	0	0	0
Training	0	0	0	1,025	500	(525)
Equipment Rental	0	0	0	0	0	0
Office Supplies	0	0	0	218	0	(218)
Other Expense	0	0	0	0	0	0
Pest Control Expense	216	180	(36)	1,134	900	(234)
Cell Phone/Telephone/Data Lines	121	69	(52)	256	345	89
Trash Removal	1,097	995	(102)	4,205	11,855	7,650
Uniforms	0	0	0	604	550	(54)
Total Expenses	33,949	20,015	(13,934)	138,563	116,736	(21,827)
Total Departmental Expenses	58,511	35,788	(22,723)	262,892	188,077	(74,815)

200 DEPARTMENT

Curry County Events Center

Sales

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	0	0	0	0	0	0
Part-Time Labor	0	0	0	0	0	0
401K	0	0	0	0	0	0
Payroll Taxes	0	0	0	0	0	0
Allocated to Events	0	0	0	0	0	0
Total Personnel Expenses	0	0	0	0	0	0
Expenses						
Advertising Expense	860	417	(443)	2,073	2,083	11
Contracted Services	0	500	500	0	500	500
Cell Phone/Telephone/Data Lines	0	0	0	0	800	800
Trash Removal	0	0	0	0	500	500
Uniforms	332	0	(332)	2,569	0	(2,569)
Total Expenses	1,192	917	(275)	4,641	3,883	(758)
Total Departmental Expenses	1,192	917	(275)	4,641	3,883	(758)

440 DEPARTMENT

Curry County Events Center

Overhead

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Expenses						
Other Travel Expense	0	0	0	0	7,100	7,100
Insurance & Bonding	1,637	1,986	349	8,747	9,930	1,183
Workers Compensation	1,105	1,067	(39)	5,526	5,333	(193)
Management Fee Expense	0	0	0	0	0	0
License Fees	2,600	508	(2,092)	2,858	2,542	(316)
Advertising Expense	0	0	0	0	0	0
Credit card fees expense	0	0	0	0	0	0
Equipment Rental	0	160	160	1,463	800	(663)
Office Supplies	507	7,669	7,162	2,448	38,345	35,897
Other Expense	0	0	0	0	0	0
Postage	95	125	30	95	1,125	1,030
Recruiting Expense	9	27	18	63	1,208	1,145
Relocation Expense	0	0	0	0	5,000	5,000
Cell Phone/Telephone/Data Lines	0	350	350	100	1,750	1,650
Uniforms	0	0	0	0	0	0
Total Expenses	5,953	11,892	5,939	21,539	73,132	51,593
Total Departmental Expenses	5,953	11,892	5,939	21,539	73,132	51,593

160 DEPARTMENT

Curry County Events Center

Event Production

For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	0	3,077	3,077	11,692	15,385	3,692
Part-Time Labor	(1,147)	733	1,880	159	3,667	3,508
Allocated to Events	0	(733)	(733)	(571)	(3,667)	(3,096)
Employee Benefits	1,068	1,305	237	5,405	6,526	1,121
401K	0	154	154	0	769	769
Payroll Taxes	119	264	145	1,220	1,010	(210)
Total Personnel Expenses	41	4,800	4,760	17,905	23,690	5,785
Expenses						
Automobile Expenses	0	125	125	0	625	625
Training	0	0	0	0	500	500
Linen	1,108	1,083	(25)	7,781	5,417	(2,364)
Cell Phone/Telephone/Data Lines	0	65	65	81	325	244
Trash Removal	0	0	0	0	0	0
Uniforms	0	0	0	0	0	0
Total Expenses	1,108	1,273	165	7,916	6,867	(1,049)
Total Departmental Expenses	1,149	6,074	4,925	25,821	30,556	4,736

Curry County Events Center
Food and Beverage
For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Personnel Expenses						
Salaries	2,260	1,920	(340)	7,340	9,600	2,260
Part-Time Labor	1,041	1,042	0	5,598	5,208	(389)
Temporary Wages	0	0	0	0	1,800	1,800
Allocated to Events	0	(354)	(354)	(1,530)	(1,769)	(240)
Payroll Taxes	699	97	(602)	2,264	483	(1,781)
Total Personnel Expenses	4,000	2,704	(1,295)	13,672	15,322	1,650
Expenses						
Buidling Supplies	586	304	(282)	2,596	1,521	(1,075)
Automobile Expenses	0	0	0	0	500	500
Buidling Supplies	0	0	0	0	0	0
Cleaning Supplies	0	0	0	0	0	0
Total Expenses	586	304	(282)	2,596	2,621	25
Total Departmental Expenses	4,586	3,009	(1,577)	16,268	17,943	1,675

Curry County Events Center
CONSOLIDATED OTHER INCOME
For the Fifth Month Ending November 30, 2023

	Period To Date			Year To Date		
	Actual	Curr Budget	Budget Var	Actual	Curr Budget	Budget Var
Main 4280						
SPONSORSHIP INCOME						
Advertising Sponsorship Income	4,317	3,300	1,017	22,271	16,500	5,771
OTHER INCOME COST OF SALES						
Shavings	0	(361)	361	(3,009)	(1,805)	(1,204)
Vending	0	(28)	28	0	(140)	140
Vending Cost of Goods 5500						
OTHER INCOME						
Vending/Vendor Income/Rebate	0	50	(50)	11,473	250	11,223
Fair Ticket Booth Sales	0	0	0	0	0	0
Stalls	37	250	(213)	456	1,250	(794)
RV Rentals	0	388	(388)	207	1,940	(1,733)
Shavings and Supplies	139	290	(151)	(1,913)	1,450	(3,363)
Ride Fees	5,141	60	5,081	5,122	300	4,822
Convenience Fees	0	20	(20)	0	100	(100)
Interest Income	178	(20)	198	839	(100)	939
TOTAL OTHER INCOME	5,495	649	4,846	13,174	3,245	9,929
GROSS OTHER REVENUE	9,812	3,949	5,863	35,445	19,745	15,700

Adult Detention Center Department

TO: Board Of Commissioners
FROM: Adult Detention Center December 2023 Report
DATE: January 11, 2024
SUBJECT: **Adult Detention Center December 2023 Departmental Report - Joe Alaniz**

Adult Detention Center December 2023 Report

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- December Detention Report 2023.pdf

CURRY COUNTY ADULT DETENTION CENTER
DECEMBER 2023 REPORT SUBMITTED BY
ACTING DETENTION ADMINISTRATOR JOE ALANIZ

1) DECEMBER 2023 DATA:

New Hires
2
Promotions
0
Detention Officer Vacancies
13
Sergeant Vacancies
3
LT Vacancies
0
Captain
0
Records Clerk
0
Programs Coordinator
0

2) ADDITIONAL STAFFING DETAILS:

1. The facility hired 2 new staff members in December. CCADC still has 3 specialty position for recruitment, which are 3 sergeants.

3) CCADC DECEMBER 2023 POPULATION DATA: ADP December 183

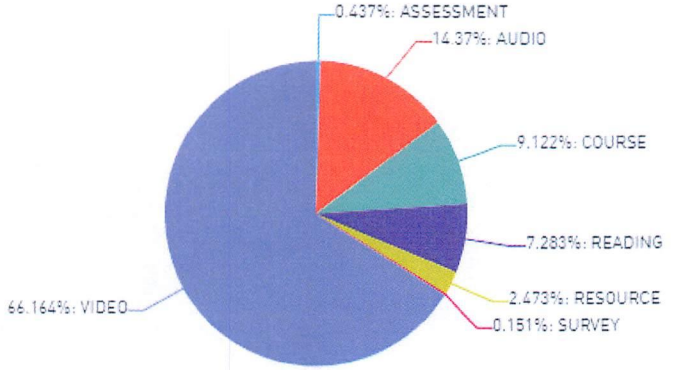
1. Total Detainee Bookings – December- 134
2. Total New First Time Bookings-28
3. Total Previous Bookings-106
4. Total Females Booked December- 29
5. Total Males Booked December- 105
6. Released Males December-98
7. Released Females December- 23
8. Total Male Felonies- 23
9. Total Female Felonies-9
10. Total Male Misdemeanors- 82
11. Total Female Misdemeanors- 20
12. Total Sentenced Detainees- 17

4) December 2023 Events:

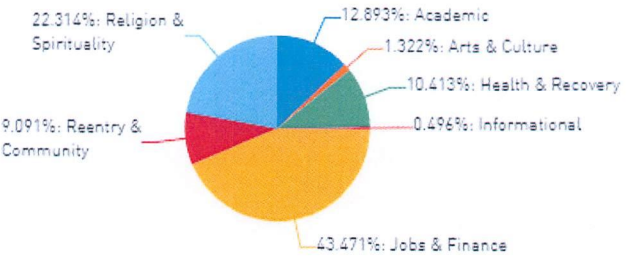
1. The Curry County Adult Detention Center continues to facilitate and manage approved and scheduled attorney access with their clients. In the month of December there were 50 attorney phone calls, 10 attorney site visits, 2 rehabilitation services phone calls; 0 detainees who were recipients of those phone calls were released to rehab.
2. Detainees continue to visit with their loved ones via visitation on the tablets. For the reporting month there were 928 completed detainee tablet video visitations.
3. Our Volunteer Programing is providing wonderful opportunities to the detainee population. The diversity of the programing offers something for everyone, to include baptisms on the 2nd Sunday of the month. In the month of December there were 2 baptisms performed. The Programs Coordinator continued to assist in delivering religious materials and other articles to detainees to facilitate in the practice of their designated faith. That is up to and including meeting the standard on Special Religious Diets which are provided for detainees whose religious beliefs require the adherence to religious dietary laws.

4. The pie charts below reflect an analysis of the approximately 2232 courses / resources that fall into various categories that are available to the detainee population.

NEW - Content Items Completed by Type



NEW - Courses Completed by Primary Category



5) Audits and Inspections

The Compliance/Quality Assurance department is currently auditing and finalizing the 190 files that comprise the NMC Standards of the Adult Detention Accreditation Program.

6) Employee Development/Facility Training

1. Two staff members attended the PepperBall Instructor/Armorer course which certifies students as PepperBall Instructors and Armorers.
2. Monthly RAP Training
3. There was a Special Operations Response Team Training held in December to meet NMC Standard ADM-19 Specialized Emergency Unit Training.
4. Sexual Abuse Prevention (remedial)
5. Searches (remedial)

7) Overtime Report from Pay Period: December 10, 2023 to December 23, 2023

- ADC Time and Half above 86 hours - Total – 278.94

8) December 2023 Juvenile Detention Billing- Total Billing $ $32,450.00

1- Lea County Juvenile Detention Center-4 Juvenile Detainees - 105 Days Total: $26,250.00
2- Dona Ana County Juvenile Detention Center - 1 Juvenile Detainee - 31 Days Total: $6,200.00

9) December 2023 Adult Detention Billing Total $ 33,650.00

1. NM Department of Corrections	$1,624.00
2. Adult Probation and Parole	$31,726.00
3. Lincoln County	$300.00

END OF REPORT

Adult Detention Center Department

TO: Board Of Commissioners
FROM: Adult Detention Center House Bill 364 Report 4th QuarterÂ
DATE: January 11, 2024
SUBJECT: **House Bill 364 Detention Center Restrictive Housing 2023 4th Quarter Report - Joe Alaniz**

Adult Detention Center House Bill 364 Report 4th Quarter

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- House Bill 364 4th qtr 23 CCC.pdf

Curry County Detention Center

801 Mitchell Clovis, New Mexico 88101
575-763-1490 Fax 575-762-0908

TO: Curry County Commissioners

FROM: Joe Alaniz, Acting Detention Administrator

DATE: January 2, 2024

RE: House Bill 364 Fiscal Year 2023, 4th Quarter Report

Per New Mexico House Bill 364, I am sending you this Restrictive Housing Quarterly Report to provide mandatory data in regard to our Restrictive Housing Population.

During the 4th Quarter of 2023, we did not have any detainees who were placed in Restrictive Housing that had a Serious Mental Health Diagnosis as a primary referral to our Restrictive Housing Unit. All detainees who were placed in our Restrictive Housing Population were offered 2 or more hours of out of cell time up to including recreation.

Curry County Adult Detention Center will continue to work towards continuing to comply with all mandated requirements with HB 364.

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on Notice of Intent Pertaining to Ordinance 2024-01 Establishing Procedures for Local Option District Approval or Disapproval of Liquor Licenses - Lance A. Pyle**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/03/2024

ATTACHMENTS:

- Notice of Intent - Ordinance 2024-01.pdf
- Ordinance #2024-01 Procedures for Local Option Review of License Applications and Transfers Revised 1-4-24.pdf
- Email from Annie.pdf

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to any and all interested persons, that pursuant to §4-37-7 NMSA, 2007, the County of Curry, State of New Mexico, intends to introduce and consider for adoption at its regular meeting, which is scheduled for Tuesday the 13th of February, 2024 at the hour of 9:00 A.M., the following ordinance, to wit:

ORDINANCE NO. 2024-01

ORDINANCE ESTABLISHING PROCEDURES FOR LOCAL OPTION DISTRICT APPROVAL OR DISAPPROVAL OF LIQUOR LICENSES

The meeting will be open to the public and any person or persons interested in the ordinance or the subject matter thereof or any person or persons desiring to comment on the same are urged to attend and be heard.

Copies of the proposed Ordinance will be available for review at www.currycounty.org or copies of the same can be picked up at the County Manager's Office at 417 Gidding Street, Suite 100, Clovis, New Mexico, during normal and regular business hours, upon request and payment of a reasonable charge for copies, if any are requested.

WITNESS my hand this 11th day of January, 2024.

_____

Annie Hogland, County Clerk

ORDINANCE 2024-01

COUNTY OF CURRY, NEW MEXICO:
ORDINANCE ESTABLISHING PROCEDURES FOR LOCAL OPTION DISTRICT APPROVAL OR DISAPPROVAL OF LIQUOR LICENSES

WHEREAS, the Board of County Commissioners of Curry County (hereinafter, "County" or "Curry County" is the governing body under NMSA 1978, § 60-6B-4 for Local Option District approval or disapproval of Liquor License Applications or transfers in Curry County under the Liquor Control Act; and

WHEREAS, Curry County seeks to establish by Ordinance, the procedures for Local Option District approval of such licenses in Curry County, as follows:

1. Unless an extension of time is necessary and requested from the Alcohol Beverage Control Division (ABC), the County shall conduct a Public Hearing on an application received following preliminary approval from the ABC within forty-five (45);

2. Prior to the scheduled date of the hearing, the County shall publish Notice of the Public Hearing twice during the thirty (30) days prior to the hearing in the Eastern New Mexico News. The first Notice shall be published at least thirty (30) days before the hearing. The Notice shall include:

   a. the date, time and place of the hearing;

   b. the name and address of the licensee;

   c. the action proposed to be taken by the County;

   d. the location of the licensee's premises; and

   e. such other information as may be required by the State of New Mexico.

3. Notice of the Public Hearing shall be sent by certified mail to the applicant.

4. In addition to required print publication, Notice of Public Hearing shall be published on the County's web site;

5. The County shall make a record of the Public Hearing.

6. The County may disapprove of the issuance or transfer of a license if:

   a. the proposed location is within an area where the sale of alcoholic beverages is prohibited by the laws of the State of New Mexico;

b. the issuance or transfer would be in violation of a zoning or other ordinance of the County;

c. the issuance or transfer would be detrimental to the public health, safety or morals of the residence of the County;

7. Within thirty (30) days of the Public Hearing, the County shall notify the New Mexico Regulation and Licensing Department (RLD) as to whether the County has approved or disapproved of the proposed issuance or transfer of the license. If the County disapproves the issuance or transfer of the license, it shall notify RLD within thirty (30) days setting forth the reasons for the disapproval. A copy of the minutes of the public hearing shall be submitted to RLD with the notice of disapproval. Copies of the Notices of Publication will be sent with a copy of the County's decision.

8. Upon receipt of the final approval from the State of New Mexico pursuant to NMSA 1978, § 60-6B-4(I), or as amended, the applicant shall submit the license to the Curry County Clerk, who shall grant the license upon payment of the applicable Liquor License Tax, and who also shall record the license along with a Clerk's Certificate in a form approved by the County Clerk.

PASSED, APPROVED, and ADOPTED this ___day of February, 2024.

BOARD OF COUNTY COMMISSIONERS
CURRY COUNTY, NEW MEXICO

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

_____
Seth Martin, Member

_____
Dusty Leatherwood, Member

ATTEST:

_____
Annie Hogland, County Clerk

Approved as to Legal Sufficiency:

_____
Daniel J. Macke, County Attorney

Lance Pyle

From: Annie Hogland <ahogland@currycountynm.gov> on behalf of Annie Hogland
Sent: Wednesday, January 3, 2024 2:55 PM
To: Lance Pyle
Cc: Adrian Ancira; Ashley Moran
Subject: Re: Draft Ordinance

No concerns.

Thank you,

Annie Hogland
Curry County Clerk
New email address: ahogland@currycountynm.gov
417 Gidding, Suite 130
Clovis, NM 88101
(575) 763-5591

On Wed, Jan 3, 2024 at 9:51 AM Lance Pyle <lpyle@currycounty.org> wrote:

Happy New Year,

Per our conversation last year, please find the attached draft ordinance and notice of intent. Do you have any concerns or modifications regarding?

Thanks,

Lance A. Pyle

Curry County Manager

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on Notice of Intent Pertaining to Ordinance 2024-02 Establishing a Liquor License Tax and Fee - Lance A. Pyle**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Notice of Intent - Ordinance 2024-02 - Fees.pdf
- Ordinance #2024-02 Liquor License Tax Fee for Public Celebration Revised LP 1-4-24.pdf
- Res. 2021-82.pdf
- Email Correspondence 1-3-24.pdf

NOTICE OF INTENT

NOTICE IS HEREBY GIVEN to any and all interested persons, that pursuant to §4-37-7 NMSA, 2007, the County of Curry, State of New Mexico, intends to introduce and consider for adoption at its regular meeting, which is scheduled for Tuesday the 13th of February, 2024 at the hour of 9:00 A.M., the following ordinance, to wit:

ORDINANCE NO. 2024-02

ORDINANCE ESTABLISHING A LIQUOR LICENSE TAX AND FEE

The meeting will be open to the public and any person or persons interested in the ordinance or the subject matter thereof or any person or persons desiring to comment on the same are urged to attend and be heard.

Copies of the proposed Ordinance will be available for review at www.currycounty.org or copies of the same can be picked up at the County Manager's Office at 417 Gidding Street, Suite 100, Clovis, New Mexico, during normal and regular business hours, upon request and payment of a reasonable charge for copies, if any are requested.

WITNESS my hand this 11th day of January, 2024.

_____

Annie Hogland, County Clerk

ORDINANCE 2024-02

COUNTY OF CURRY, NEW MEXICO:
ORDINANCE ESTABLISHING A LIQUOR LICENSE TAX AND FEE

WHEREAS, the Board of County Commissioners of Curry County (hereinafter, "County" or "Curry County") has the authority pursuant to NMSA 1978 § 7-24-2, as amended to enact a non-prohibitive annual tax on holders of State liquor licenses; and

WHEREAS, the County has, by Resolution # 2020-11, previously established the imposition of a Curry County Liquor License Tax; and

WHEREAS, the County has, by Resolution # 2021-82, adopted a $25.00 per day application fee per day for each and every day that a public celebration permit application is issued for dispensing of alcohol in the unincorporated areas of Curry County; and

WHEREAS, Curry County seeks to establish by Ordinance, the imposition of the Liquor License Tax in accordance with its Resolution as follows:

1. There is enacted an annual license tax upon the privilege of persons or entities holding licenses under the laws of the State of New Mexico to operate within the County as a retailer, dispenser canopy license, restaurant license or club license in the amount of two-hundred and fifty dollars ($250.00).

2. The tax levied by this Ordinance shall be levied commencing upon adoption of this Ordinance and shall be paid in full annually on or before July 1, and each subsequent year thereafter. Payment shall be made to the County Manager of Curry County who shall issue receipts therefor. The licensee shall retain such receipt and display same to any officer of the Curry County Sheriff's Office upon demand.

3. The tax imposed herein shall not be pro-rated, but shall be paid in full by all persons or entities who operate under State authority within the County at any time during the period from July 1 to June 30 of any calendar year.

4. No person or entity shall receive a County license until the tax provided for in this Ordinance has been paid.

AND WHEREAS, Curry County seeks to establish a $25.00 application fee per day for public celebration permits as follows:

1. The application must be submitted to the Curry County Manager's office at least ten (10) days prior to the event.

2. Curry County shall require a $25.00 application fee per day, for each and every day that a permit is issued, for Curry County signing off/approving and/or issuing each dispenser of alcohol beverages application.

3. When the State of New Mexico submits applications to the Curry County Manager for Approval, the Curry County Manager or his/her designee will notify the dispenser that a $25.00 application fee per day, for each and every day that a permit is issued, is to be provided to the County prior to the County approving the dispenser permit.

4. The full $25.00 application fee per day, for each and every day that a permit is issued, together with a completed application, must be submitted by the permittee.

PASSED, APPROVED, and ADOPTED this 13th day of February, 2024.

BOARD OF COUNTY COMMISSIONERS
CURRY COUNTY, NEW MEXICO

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice Chair

_____
Fidel Madrid, Member

_____
Dusty Leatherwood, Member

_____
Seth Martin, Member

ATTEST:

_____
Annie Hogland, County Clerk

Approved as to Legal Sufficiency:

_____
Daniel J. Macke, County Attorney

CURRY COUNTY
RESOLUTION #2021-82

A RESOLUTION ADOPTING A $25.00 APPLICATION FEE PER DAY, FOR EACH AND EVERY DAY THAT A PERMIT APPLICATION IS ISSUED FOR THE DISPENSING OF ALCOHOL BEVERAGES IN THE UNINCORPORATED AREAS OF CURRY COUNTY

WHEREAS, the sale of alcoholic beverages in Curry County was placed on the ballot by the Board of County Commissioners for the sale of alcohol in the unincorporated areas of the County in 2019 and the voters approved the sale of alcohol in the unincorporated areas of the County; and,

WHEREAS, pursuant to New Mexico Statutes, the State of New Mexico Alcohol Beverage Control Division has the power to issue to qualified permittees, a permit to dispense alcohol beverages throughout the State, including Curry County and Curry County has the legal authority to adopt a $25.00 application fee per day, for each and every day that a permit issued, for each permittee dispenser license that is submitted to Curry County for approval by the New Mexico Alcohol Beverage Control Division.

NOW, THEREFORE, BE IT HEREBY RESOLVED that:

1. The application must be submitted to the Curry County Manager's office at least 10 days prior to the event or within one (1) business day after approval of the public celebration permit application by the New Mexico Alcohol and Gaming Division, if less than ten (10) business days.
2. Curry County from this date forward shall require a $25.00 application fee per day, for each and every day that a permit is issued, for Curry County signing off/approving and/or issuing each dispenser of alcohol beverages application.
3. When the State of New Mexico submits applications to the Curry County Manager for approval, the Curry County Manager or his/her designee will notify the dispenser that a $25.00 application fee per day, for each and every day that a permit is issued, is to be provided to the County prior to the County to approve the dispenser permit.
4. The full $25.00 application fee per day, for each and every day that a permit is issued, together with a completed application must be submitted by a permittee.
5. All fees received by Curry County for public celebration, as set forth herein, shall be deposited in a Special Revenue Fund with the County for the primary purpose to fund Free Ride Home Programs throughout Curry County. The program will be established by the County DWI Program once the fund generates a minimum of $5,000.00. The funds may be available prior for special community events when alcohol will be served for a free ride home policy, if authorized by the Board of County Commission.

This Resolution shall go into effect November 15, 2021.

DONE this 9th day of November, 2021.

CURRY COUNTY BOARD OF COMMISSIONERS

Robert Thornton, Chairman

Seth Martin, Vice-Chair

Robert Sandoval, Member

Chet Spear, Member

Tom Martin, Member

(SEAL)

Annie Hogland, County Clerk

Approved as to Legal Sufficiency

Stephen Doerr, County Attorney

2 Application Fee

Lance Pyle

From: Lance Pyle
Sent: Wednesday, January 3, 2024 4:37 PM
To: 'Annie Hogland'
Cc: 'Adrian Ancira'; 'Ashley Moran'
Subject: RE: Permitting and Fee Ordinance - Alcohol
Attachments: Ordinance #2024-XX Liquor License Tax Fee for Public Celebration Revised LP 1-2-24 (003).docx

No, I appreciate the feedback. We have modified and just kept everything with County Manager's Office and we will take the items to the Treasurer.

Have you received anything back from the State on the two (2) liquor licenses?

Thanks again,
Lance

From: Annie Hogland <ahogland@currycountynm.gov>
Sent: Wednesday, January 3, 2024 3:45 PM
To: Lance Pyle <lpyle@currycounty.org>
Cc: Adrian Ancira <aancira@currycountynm.gov>; Ashley Moran <amoran@currycounty.org>
Subject: Re: Permitting and Fee Ordinance - Alcohol

Thank you for the quick response.

No, if referred to as a filing fee, I would have even more concerns because they are not filing anything, they are paying a tax.

Not trying to be difficult.. I just really believe this needs to be the duty of the Treasurer's Office and am more than happy to meet with everyone to discuss in more detail.

Thank you,

Annie Hogland
Curry County Clerk
New email address: ahogland@currycountynm.gov
417 Gidding, Suite 130
Clovis, NM 88101
(575) 763-5591

On Wed, Jan 3, 2024 at 3:36 PM Lance Pyle <lpyle@currycounty.org> wrote:

Annie,

I am sorry. If I recall correctly, you mentioned it had to be referenced as a "filing fee". Is that correct? If we change the title, are we good with you handling the recording and depositing in line item 401-00-4175?

Thanks,

Lance A. Pyle

Curry County Manager

From: Annie Hogland <ahogland@currycountynm.gov>
Sent: Wednesday, January 3, 2024 3:07 PM
To: Lance Pyle <lpyle@currycounty.org>
Cc: Adrian Ancira <aancira@currycountynm.gov>; Ashley Moran <amoran@currycounty.org>
Subject: Re: Permitting and Fee Ordinance - Alcohol

Thank you for the opportunity to review.

My office is not in the business of collecting taxes. The $250.00 fee should be collected and handled by the Treasurer's Office, not the Clerk's Office.

As requested, **#2024-02:** ORDINANCE ESTABLISHING A LIQUOR LICENSE TAX AND FEE

Thank you,

Annie Hogland

Curry County Clerk

New email address: ahogland@currycountynm.gov

417 Gidding, Suite 130

Clovis, NM 88101

(575) 763-5591

On Wed, Jan 3, 2024 at 11:02 AM Lance Pyle <lpyle@currycounty.org> wrote:

Annie,

Here is another proposed ordinance. Attorney Macke thought it would be best to have two (2) ordinances and include the amounts in ordinance versus a resolution. Will you please review and let me know if you have any concerns, modifications, additions or suggestions?

Also, will you provide an ordinance number?

Thanks,

Lance A. Pyle

Curry County Manager

Events Center Department

TO: Board of County Commissioners
FROM: Melynda Crouch
DATE: January 11, 2024
SUBJECT: **Request Action of Bid 2023/24-06 and Contract with Gateway Studios and Production Services for the Purchase and Installation of a Large Format Media Screen and Camera System for the Curry County Events Center at a Cost of Three Hundred Seventy-Nine Thousand, Nine-Hundred Ten Dollars and Twenty-Five Cents ($379,910.25) - Melynda Crouch**

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Contract for Events Center Media Screen (1).pdf
- Gateway_Studios_and_Production_Services_ITB_2023.2.06_Media_Screen_for_the_Events_Center.pdf

CONTRACT FOR PROVISION AND INSTALLATION OF MEDIA SCREEN FOR CURRY COUNTY EVENTS CENTER

THIS CONTRACT is entered into this _____day of January, 2024 by and between Curry County, a governmental entity whose address is 417 Gidding Street, Clovis, NM 88101, (hereafter referred to as "County"), and Gateway Studios and Production Services, a Missouri Limited Liability Company, (hereinafter referred to as "Contractor") and collectively referred to herein as the "Parties".

WHEREAS, County presently owns and operates the Curry County Events Center; and

WHEREAS, County desires to purchase and install a new large format media screen at the Events Center; and

WHEREAS, County has issued an Invitation to Bid ("ITB") No. 2023-24-06 Media Screen for Curry County Events Center; and

WHEREAS, Contractor has received a copy of ITB No. 2023/24-06 together with any and all attachments or addendum and has submitted its response for the work described therein; and,

WHEREAS, the bid submitted by Contractor has been reviewed by the Curry County Selection Committee and has been determined to be the lowest bid submitted and is otherwise the most advantageous to the County.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged herein by all parties, as evidenced by their signatures hereto, the parties do mutually agree and contract as follows:

1 SCOPE OF SERVICES

Contractor shall provide and install the large format media screen, and associated infrastructure, in accordance with the attached Bid Form 1 Quotation Sheet, attached hereto as Exhibit A, which Bid Form is made a material part of this Contract. All work will be performed in accordance with the Bid Form and ITB No. 2023-/24-06 Media Screen for Curry County Events Center. Contractor has satisfied itself as to the nature and location of the Work, the character of equipment and facilities needed before and during prosecution of the Work, the general and local conditions, and other matter which can reasonably be expected to affect the Work under this Contract. County shall provide, no later than the date when needed by Contractor, the site upon which the Work is to be performed, including access as designated in the Contract Documents for use by Contractor.

1.1 Any and all notice, as may be required under this Contract or in any Contract

Document to be given to the County, must be in writing and submitted to the County Manager, Lance Pyle at 417 Gidding Street, Suite 100, Clovis, New Mexico 88101.

1.2 Contractor has designated the following key staff personnel that will be working on the Project:

David Haskell- President of Business Development

These key staff members shall remain assigned to these positions for the duration of the Project until County has been notified in writing of their removal or substitution. If requested, County shall be provided with reason or justification of any change in Contractor's key staff personnel.

2 COMPENSATION

2.1 Upon full and satisfactory completion of the Project, pursuant to the terms hereof, County shall pay Contractor the Contract sum of three-hundred seventy-nine thousand, nine-hundred ten dollars and twenty-five cents ($379,910.25), inclusive of New Mexico Gross Receipts Tax.

2.2 **Liquidated Damages.**
As set forth in the ITB, substantial completion under this contract must be completed by June 1, 2024. The Contract will include a binding statement that calculating the County's actual damages for late completion of the project would be impractical, unduly, burdensome, and would cause unnecessary delay. As liquidated damages and not as a penalty, the selected Contractor shall stipulate that the amount of daily liquidated damages of five-hundred dollars ($500) per day will be imposed against the offeror and deducted from the contract price up to and including the date of County's acceptance of the completed project until fully certified by the Architect as being substantially complete as that stage of completion is defined in the conditions of the contract. Contractor shall be responsible for maintaining the schedule for the work as presented to the County. The Board of County Commissioners may but are not required to grant an extension of the time if the extension is not a result of what the contractor or any of its subcontractors did or failed to do pursuant to the terms and conditions of the construction documents. Contractor is represented by competent legal counsel and acknowledges that any liquidated damages imposed pursuant to this contract is a contractual term and is not a penalty.

3 TOTAL CONTRACT PRICE AND CONTRACT TIME

3.1 The ITB provides and Contractor and County agree that substantial completion shall be June 1, 2024 for the contract price of three-hundred

seventy-nine thousand, nine-hundred ten dollars and twenty-five cents ($379,910.25), inclusive of New Mexico Gross Receipts Tax.

4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4.1 Contractor shall commence work on the project described in paragraph 1 (Scope of Services) within ten (10) days after receipt of written notice to proceed signed by County's authorized representative. The date for substantial completion may only be extended pursuant to written agreement signed by Contractor, County's Project Construction Manager, and County. It is understood that the County must make decisions regarding the work in a timely manner. Contractor will not be held responsible for delays to the schedule caused by the County.

4.2 Within fifteen (15) days after commencement of Project, Contractor shall prepare and submit to County an estimated progress schedule indicating the starting and completion dates for any phases of the work under the Contract.

4.3 County and Contractor agree and acknowledge that timely completion of the work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. Contractor agrees to make every effort to recover any "lost" time that may occur during the work.

4.4 Contractor shall diligently prosecute the Work in order to achieve substantial completion within the established time. Contractor shall pay liquidated damages to County for each day of the delay resulting from the fault or neglect of the Contractor, any Sub-Contractors, or those under the control of either, not as a penalty, but as liquidated damages, since the actual damages for such delay are uncertain and would be impractical or extremely difficult to ascertain.

5 TERM AND SCHEDULE

5.1 This Contract shall become effective when approved in writing by the Curry County Board of County Commissioners in a public meeting, and the terms and conditions herein shall be binding upon and continue until terminated by either party, as set forth herein.

5.2 The Parties have established June 1, 2024 as the substantial completion date for the work under this Contract. This completion date can only be changed by an Agreement, in writing, and signed by County and Contractor.

5.3 Contractor shall notify Owner immediately in writing of any change, incident,

or circumstances that might create a delay to the progress of the work within five (5) working days after the occurrence or commencement of the cause for delay. Failure by Contractor to give notice of any delay within a reasonable time shall constitute a waiver by the Contractor of any claim for extension of the Contract time resulting therefrom. Contractor's notice shall include an estimate of the effect of the cause of delay on the progress of the Work. The Contract term and the Contract price will not be extended or increased for delays that solely result from Contractor's fault, negligence, or neglect.

5.4 County and Contractor will make reasonable efforts to timely document and resolve all claims and disputes as expeditiously as possible within a reasonable time after becoming aware of any claim or dispute.

5.5 If County agrees to any portion of a claim or dispute, but not on the full amount of the claim, the parties will proceed with adjusting the Contract. If Contractor and Owner are unable to resolve any dispute or claim, or portions of any dispute or claim, parties will work toward trying to resolve the same. Contractor agrees to continue performance of the work during the time that any claim or dispute is pending, so long as the work requested is a reasonably foreseeable addition to the work originally contemplated in the Contract.

5.6 **Suspension of Work.** County may, at any time, by providing written notice to Contractor, suspend further performance of all or any portion of the work under this Contract by Contractor. The notice shall specify the date and the estimated duration of the suspension. Upon receiving any such notice, Contractor shall promptly suspend further performance of the work to the extent specified in the notice, and during the period of such suspension shall properly care for and protect all work and progress and materials, supplies, and equipment that the Contractor has on hand for performance of the Work. County may, at any time, withdraw the suspension of performance of the work as to all or part of the suspended work by written notice to the Contractor specifying the effective date and scope of withdrawal. Upon said written notice of withdrawal, Contractor shall resume diligent performance of the work for which the suspension is withdrawn within fifteen (15) working days.

6 GENERAL RESPONSIBILITIES

6.1 Contractor shall provide County with a five (5) year warranty on the screen and a one (1) year warranty on all other components, commencing on the date of substantial completion of work and running for a period of sixty (60) months and twelve (12) months respectively thereafter.

7 CONTRACT CHANGES BY OWNER

7.1 Work shall be subject to change by additions, deletions, or revisions made by Owner. Owner shall notify Contractor of such change by delivery of additional and/or revised drawings, specifications, exhibits, or written orders.

7.2 Whenever the work is changed by addition, deletion, or revision by Owner, an equitable adjustment in the Contract price or the Contract time is appropriate. Contractor shall submit to the Owner within a reasonable time, a detailed estimate with supporting calculations and pricing together with any adjustments to the Contract price and the Contract time. Pricing and compensation for the adjustment shall be made through mutual agreement between the parties; however, to the extent that such pricing is inapplicable, the cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor, plus reasonable amounts for overhead and profit.

7.3 Contractor shall not perform any change in the work or allow any change in the Contract price or the Contract term, until and unless the County Manager or the Board of County Commissioners has approved the same in writing. Upon receipt of such written approval from Owner, Contractor shall diligently perform the change in strict accordance with this Contract and the agreed upon change.

8 MATERIALS, EQUIPMENT, LABOR, AND SUPERVISION

8.1 Contractor shall provide and pay the cost, including taxes, for all materials, labor, equipment, tools, utilities, transportation, and all other services and facilities necessary for execution and completion of the work. All material incorporated in the work shall be new, and both workmanship and material should be of good quality. Contractor shall, when requested, furnish satisfactory evidence as to the kind and quality of any material.

8.2 The Contractor shall, at its own expense, keep the work site free from accumulation of rubbish and waste materials. Upon completion of the work, Contractor shall remove from the work site all rubbish, waste materials, temporary structures, equipment, and surplus materials.

8.3 During the period when any work is ongoing in close proximity to areas of ingress and egress from the Events Center or Work site, Contractor shall give advance notice to the Events Center Manager and, further, shall provide personal protective safety equipment to all County staff to protect their health crossing through that area.

9 DISPUTE RESOLUTION

9.1 Any dispute pertaining to any of the Contract Documents or specifications will be presented by Contractor to the Public Services Director or County Manager for review. Any dispute that involves or affects the quality of materials provided, increases the overall Contract price of the Contract, or extends the period of the Contract must be approved in writing by the Board of County Commissioners.

10 INSURANCE

10.1 County is a New Mexico governmental entity and as such, has insurance covering the County property including the Events Center. County also has insurance in place to cover exposure County may have as a result of its operation of the Events Center.

10.2 **Certificates of Insurance.**
The Contractor shall provide certificates of insurance acceptable to County evidencing compliance at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until expiration of the period for substantial completion of the work.

10.3 **Deductibles and Self-Insured Retentions.**
The Contractor shall disclose to County any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

10.4 **Additional Insured Obligations.**
To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include the County as an additional insured for claims cause in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations. The additional insured coverage shall be primary and non-contributory to any of the County's general liability insurance policies and shall apply to both ongoing and completed operations.

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully

authorized to issue insurance in New Mexico where the Project is located. The Contractor shall maintain the required insurance until the expiration of one (1) full year after substantial completion, unless a different duration is stated below:

10.5 **Commercial General Liability**

Commercial General Liability insurance for the work written on an occurrence form with policy limits of not less than $1,000,000.00 each occurrence, $2,000,000.00 general aggregate, and $2,000,000.00 aggregate for products-completed operations hazard, providing coverage for claims including:

A) Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

B) Personal injury and advertising injury;

C) Damages because of physical damage to or destruction of tangible property, including the loss of use of such property;

D) Bodily injury or property damage arising out of completed operations; and

E) The Contractor's indemnity obligations in this Contract.

The policy must include the interests of the owner, contractor, and sub-contractors, if any.

10.6 The Contractor's Commercial General Liability policy under this Section shall not contain an exclusion or restriction of coverage for the following:

A) Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.

B) Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.

C) Claims for bodily injury other than to employees of the insured.

D) Claims for indemnity arising out of injury to employees of the insured.

E) Claims or loss excluded under a prior Work endorsement or other similar exclusionary language.

F) Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.

G) Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a Project.

H) Claims related to roofing, if the Work involves roofing.

Claims related to exterior insulation finish systems (EIFS), synthetic

stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.

J) Claims related to earth subsidence or movement, where the Work involves such hazards.

K) Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

10.7 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than $1,000,000.00 per occurrence, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

10.8 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required herein, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

10.9 Workers' Compensation at statutory requirements.

10.10 Commercial General Liability with policy limits not less than $1,000,000.00 each occurrence, and $2,000,000.00 general aggregate policy limit.

10.11 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractors shall procure Pollution Liability insurance, with policy limits of not less than $2,000,000.00 per claim and $2,000,000.00 general aggregate.

10.12 **Contractor's Other Insurance Coverage**

Insurance selected and described in this Section shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth herein:

- Umbrella - $2,000,000.00 per occurrence
- Products/Completed Operations $1,000,000.00 single, $2,000,000.00 aggregate
- Personal and Advertising injury - $1,000,000.00 per occurrence
- Bodily Injury/Property Damage insurance (including completed operations) $1,000,000.00 per occurrence.

10.13 Contractor shall have County and all of the Contractor's, suppliers and sub-contractors added as named insureds on all said policies and Contractor shall provide proof of insurance to County at or upon the signing and approval of this Contract or, in under no circumstances, later than the beginning of any and all Work under and/or pursuant to the terms of this Contract. Contractor shall insure that all sub-contractors have added County as a named insured on all their insurance policies.

10.14 Contractor shall notify County of any and all changes, modifications, terminations, or cancellations, in whole or in part, of any and all said insurance required under this Contract.

11 APPROPRIATIONS

11.1 The terms of this Contract are contingent upon sufficient appropriations and authorization being made for the County for the performance of this Contract. If sufficient appropriations and authorizations are not made by the County, this Contract shall terminate upon written notice given by County to Contractor. The County's decision as to whether sufficient appropriations and authorizations exist shall be accepted by Contractor and shall be final.

12 TERMINATION

12.1 **County right to terminate prior to notice to proceed.** Prior to execution of the notice to proceed, County may terminate this contract at any time without cause.

12.2 **County's termination for convenience after notice to proceed.** After the notice to proceed is executed by both parties, this contract may be terminated by County for convenience. Contractor shall be entitled to payment for all work completed.

12.3 **Termination for cause.** Upon a material breach of the terms of this contract, or failure to satisfactorily comply with the material terms and conditions of this contract, either party shall give written notice to the other of their intent to terminate this contract for cause. The party shall notify the other in writing of the alleged material defect and provide written explanation of the same. Upon receipt of said notice of intent to terminate, the alleged defaulting party shall have fifteen (15) days within which to notify the non-defaulting party of their attempt to cure default. Thereafter, both parties shall meet and attempt to reach an agreement regarding cure and resolution of any and all defaults and/or alleged defaults. Any such resolution shall be in writing, acknowledged by both parties, and shall become an addendum to this contract. Neither party shall be required to agree to any resolution

which violates, circumvents or otherwise alters the terms and conditions of this agreement, unless adequate compensation and/or consideration is provided for the same.

12.4 If no resolution of the alleged default is reached within fifteen (15) days after the defaulting party provides notice to the non-defaulting party, either party may terminate and cancel this agreement if, the non-defaulting party has not attempted to negotiate, in good faith, with the alleged defaulting party regarding a cure or resolution of the same. Upon termination, the amount, if any, to be paid to Contractor shall be a prorated amount based upon the satisfactory work that has been accepted by County.

13 ENTIRE AGREEMENT

13.1 This Contract may only be amended by written document signed by the Board of County Commissioners in a public meeting and Contractor. In the event there is any dispute or if any document incorporated into this agreement is inconsistent with the terms of this Contract, this Contract and the terms herein shall govern.

14 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

14.1 Contractor agrees to abide by all federal and state laws and rules and regulations and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, Contractor agrees to assure that no person shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if Contractor has 50 or more employees, spousal affiliation, or, if Contractor has 15 or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the term of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

15 CONFLICTS

15.1 Contractor represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 2008. Contractor also agrees that in the performance of this contract shall comply with those terms and conditions

set forth in said Governmental Conduct Act that apply or may apply to those services provided by Contractor to County pursuant to this Agreement.

16 DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

16.1 All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by County will be kept confidential and Contractor will not disclose to any other party, directly or indirectly, without County's prior written consent unless required by lawful order.

16.2 Any and all contracts, drawings, specifications, plans and other documents, together with copies thereof furnished to Contractor, are for the sole use of Contractor with respect to the work. All such documents are not the property of Contractor and shall not be used by Contractor, any of the subcontractors, or suppliers on any other Project without the specific prior written consent of the County.

16.3 All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of Contractor shall be the sole property of County and shall be delivered to County when requested and at the end of the Contract.

17 INDEPENDENT CONTRACTOR

17.1 Contractor is, and at all times throughout the term of this Contract, be acting as an independent contractor, and not an agent, employee or representative of County and, Contractor shall be responsible for the management of its business affairs. In the performance of the Work under this Contract, Contractor will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of County. Without limitation upon the foregoing, Contractor shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of County. Contractor will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither County, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which Contractor accomplishes and performs its services. Nevertheless,

Contractor shall be bound to fulfill the duties and responsibilities contained in the Contract.

17.2 Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, nor have any contractual relationship with County. Contractor, consistent with its status as an independent Contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of County by reason of this Contract.

17.3 To the extent that Contractor employs any employees, Contractor shall be solely responsible for providing its own form of insurance for its employees and in no event, shall Contractor's employees be covered under any policy of County.

18 NO JOINT VENTURE OR PARTNERSHIP

18.1 Nothing contained in this Contract shall create any partnership, association, joint venture, fiduciary or agency relationship between Contractor and County. Except as otherwise specifically set forth herein, neither Contractor nor County shall be authorized or empowered to make and representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

19 CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19.1 Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978 regarding contracting with a public officer or state employee, or former state employee, have been followed.

20 DISCLAIMER

20.1 County, by entering into this contract, shall not assume or otherwise be held liable for any act or omission of Contractor or any of its agents, employees and/or representatives in their performance or fulfillment of the terms and obligations of this contract.

21 PENALTIES FOR VIOLATION UNDER LAW

21.1 In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal

penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

22 ASSIGNMENT

22.1 Contractor shall perform all the services under this Contract and shall not assign any interest in this Contract or transfer any interest in same or assign any claims for money due or to become due under this Contract without the prior written consent of County.

23 FORCE MAJEURE

23.1 Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations , fires, floods, sabotage, riots, wards, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

24 INDEMNITY AND LIMITATION

24.1 Contractor shall indemnify, defend, and hold harmless County from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent, intentional and/or criminal acts, errors, or omissions of Contractor, its officers, employees, agents, or representatives in the performance of services under this Contract.

25 APPLICABLE LAW

25.1 Contractor, by submitting its response to the County and entering into this contact, consents and acknowledges that this contract and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Contractor also stipulates and agrees that by submitting its response and doing business in Curry County, venue for any legal proceeding shall be in Clovis, in the Ninth Judicial District Court.

26 BREACH

26.1 In the event Contractor breaches any obligation contained in this Contract, prior to instituting any action or dispute resolution procedure, County shall

give Contractor written notice of such breach. In the event Contractor fails to remedy the breach within five (5) working days of receiving such written notice, County, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Contractor's breach and recover any and all costs and expenses in so doing from Contractor.

27 DISPUTE RESOLUTION

27.1 In the event that a dispute arises between County and Contractor under this Contract, or as a result of breach of this Contract, the parties agree to act in good faith to attempt to resolve the dispute.

28 NOTIFICATION

28.1 All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

To: Curry County
417 Gidding Street, Ste. 100
Clovis, NM 88101
Attn: Lance Pyle, County Manager

To: Gateway Studios and Production Services
3615 Tree Court Industrial Blvd.
St. Louis, O 63122
Attn: David Haskell, President of Business Development

29 SCOPE OF CONTRACT

This Contract, together with all documents referenced in here and otherwise incorporated in this Contract, incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written Contract. No prior agreement or understanding, verbal or otherwise, of their parties or their agents shall be valid or enforceable unless embodied in this Contract.

Curry County Board of Commissioners

By:_____
Lance Pyle, County Manager

Date:_____

Gateway Studios & Production Services

By:_____

Its_____

Date:_____

Approved as to form:

_____
Daniel J. Macke, County Attorney

BID FORM 1

QUOTATION SHEET

DUE: DECEMBER 27, 2023 AT 2:00 P.M.

Description	Cost
14' tall x 20' wide LED display screen – Quantity 1	$123,753.33
Pixel Pitch Range - 3.9 to 5.9mm	$123,753.33Includes All Compnents that Make up LED Wall
Module Size – 250 x 250mm	-
Cabinet Resolution – 128x 256 pixels	-
Brightness – 1000 nits minimum	-
Refresh Rate – 3840 hertz minimum	-
LED Lifetime – 100,000 hours	-
Color Capacity – 16 bit	-
Spare LED Modules – **38 minimum**	-
Spare Parts Kit to include receiving cards, hub board, power supply, modules, LED's	-
LED HD Video Processor/s	Cost
HD Input Card- 4x 3G HD-SDI Inputs – **Quantity 2**	$14,490.01
4K Input Card -1x HDMI 2.0 and 1-DP1.2 – **Quantity 2**	$14,490.01 Includes All Components that Make up the Processor
4K Output Card RJ45 Gigabit Ethernet outputs x 16 +OPT outputs x 2 – **Quantity 1**	
Multiview/Preview Card -2x RJ45 Gigabit Ethernet outputs +1x HDMI1.3 - **Quantity 1**	
Installation Cabling	Cost
To include all data and power cabling necessary for operation of screen and processor/s **PRICE INCLUDES LABOR AND SHIPPING**	$40,110.84
Screen Rigging	Cost
Any and all equipment necessary to install screen from I-beam to include chain motor and controller to raise and lower screen to the floor	$41,467.89
Media Server System	Cost
Provide a primary and back-up system	$30,000.00

Sales Tax $19,331.23 TTL Bid $269,153.30

In addition to the base bid, the bidder can also provide the following camera system equipment as a bid option for the County to consider. The following products will include costs for all shipping, installation, cabling and training on equipment.

Description	Cost
Panasonic AW-UE160KPJ (or equivalent) – **Quantity 4**	$57,980.00
Panasonic FEC-160GMK (or equivalent) – **Quantity 4**	$1,257.12
Panasonic AW-RP150GJ5 (or equivalent) – **Quantity 1**	$4,720.00
Panasonic AV-UHS500PJ (or equivalent) – **Quantity 1**	$19,845.00

The Above Panasonic Figures are for Equipment Only:
Network Cables and Gear is $15,000.00
Labor For Install is $4,000.00
Sales Tax is $7,954.83
Total Bid For Camera Systems is $110,756.95

Firm submitting bid: Gateway Studios and Production Services

Address: 3615 Tree Court Industrial Blvd. St Louis MO 63122

Telephone: 615-714-5008

Email: David.haskell@gsps.com

New Mexico Bidder's Preference Number: N/A

Signature: David Haskell

Printed Name: David Haskell

Title: President of Business Development

Date: 12/19.23

County of Curry

Invitation to Bid No. 2023/24-06

MEDIA SCREEN FOR CURRY COUNTY EVENTS CENTER

Issue Date:
December 8, 2023

BID Due:
December 27, 2023
Time: 2:00 p.m. Mountain Time

Curry County Administrative Complex
417 Gidding, Suite 100
Clovis, NM 88101
Attn: Finance/Purchasing Department
575-763-6016

On behalf of the Board of Curry County Commissioners and pursuant to and in compliance with the NM State Procurement Code, Curry County hereby invites competitive sealed bids for a large format media screen to be used in the Events Center at the Curry County Fairgrounds in Clovis, NM 88101.

IMPORTANT:
BIDS ARE DUE BY DECEMBER 27, 2023 AT 2:00 P.M.

BIDS MUST BE SUBMITTED ELECTRONICALLY THROUGH CURRY COUNTY'S PROCUREMENT PROVIDER, VENDOR REGISTRY. REGISTRATION AND ACCESS TO ALL DOCUMENTS IS FREE OF CHARGE. TO REGISTER, PLEASE VISIT THE LINK: FREE VENDOR REGISTRATION. BIDS WILL BE TIME-STAMPED IN THE VENDOR REGISTRY SYSTEM WHEN BIDDER SUBMITS. THE BIDDER WILL RECEIVE AN EMAIL OF THE SUBMISSION FOR THEIR RECORDS. SUCH ELECTRONIC SUBMISSION WILL BE CONSIDERED SEALED BIDS IN CONFORMANCE WITH STATUTE.

WE LOOK FORWARD TO YOUR BID SUBMISSION.

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING BID SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A BID, CONTACT THE PURCHASING AGENT BY EMAIL AT mcrouch@currycountynm.gov IMMEDIATELY FOR CLARIFICATION OR CONSIDERATION OF AN ADDENDUM.

Melynda Crouch
Curry County Purchasing Agent
mcrouch@currycountynm.gov

The last day for questions will be December 18, 2023 at 2:00 p.m. Mountain time.

The last day for the County to issue an addendum is December 20, 2023 at 5:00 p.m. Mountain time.

SPECIFIC CONDITIONS

Bids must be received electronically by Tuesday, December 27, 2023 at 2:00 p.m. Mountain Time. Sealed bids will be publicly opened online via Google Meet. Instructions for participating in the meeting are as follows:

Tuesday, December 27, 2023 · 2:00 – 2:45pm
Time zone: America/Denver
Google Meet joining information:

ITB 2023.24.06 Media Screen Bid Opening
Wednesday, December 27 · 2:00 – 3:00pm
Time zone: America/Denver
Google Meet joining info
Video call link: https://meet.google.com/pxa-qnsc-dwv
Or dial: (US) +1 661-527-2064 PIN: 176 849 184#
More phone numbers: https://tel.meet/pxa-qnsc-dwv?pin=2156563963346

1. **Criteria for Award**: Award shall be based on the cost that is most advantageous to the County. Prices quoted shall include all costs. Multiple bids may be accepted. The Board of Curry County Commissioners reserves the right to reject any or all bids, to waive any technicalities and to accept the bid(s) which in its judgment is most advantageous to the County.

   The County may award multiple contracts to provide Livestock Stalls and Pens for the Livestock Pavilion.

1. **Guaranteed Performance**: The successful bidder, if awarded a contract as a result of this bid, guarantees that services will conform to the specifications in this bid. Failure of the bidder to comply with providing a service which meets minimum specifications may result in termination of the award of that item or termination of the contract.

2. **COMPLETION OF PROJECT**

   Work must be completed while working around the existing schedule of events at the Events Center. The contract will include a stipulation that Substantial Completion is to be completed **on or before June 1, 2024.**

Scope of Work:

Bidder shall provide an LED panel system configured to a size of 14' tall by 20' wide to be installed in the Curry County Events Center on the west end of the building. The successful bidder will be required to provide the following products and services including cost for all shipping, delivering, installation, travel, training and warranty (5 years on screen) on equipment. The following is considered the base bid.

Description	Qty
14' tall x 20' wide LED display screen	1
Pixel Pitch Range - 3.9 to 5.9mm	
Module Size – 250 x 250mm	
Cabinet Resolution – 128x 256 pixels	
Brightness – 1000 nits minimum	
Refresh Rate – 3840 hertz minimum	
LED Lifetime – 100,000 hours	
Color Capacity – 16 bit	
Spare LED Modules	38 minimum
Spare Parts Kit to include receiving cards, hub board, power supply, modules, LED's	
LED HD Video Processor/s	
HD Input Card- 4x 3G HD-SDI Inputs	2
4K Input Card -1x HDMI 2.0 and 1-DP1.2	2
4K Output Card RJ45 Gigabit Ethernet outputs x 16 +OPT outputs x 2	1
Multiview/Preview Card -2x RJ45 Gigabit Ethernet outputs +1x HDMI1.3	1
Installation Cabling	
To include all data and power cabling necessary for operation of screen and processor/s	
Screen Rigging	
Any and all equipment necessary to install screen from I-beam to include chain motor and controller to raise and lower screen to the floor	
Media Server System	
Provide a primary and back-up system	

In addition to the base bid, the bidder can also provide the following camera system equipment as a bid option for the County to consider. The following products will include costs for all shipping, installation, cabling and training on equipment.

Description	Qty
Panasonic AW-UE160KPJ (or equivalent)	4
Panasonic FEC-160GMK (or equivalent)	4
Panasonic AW-RP150GJ5 (or equivalent)	1
Panasonic AV-UHS500PJ (or equivalent)	1

GENERAL CONDITIONS

1. Bid Forms: All pages included in this Invitation to Bid that are marked "**BID FORM**" must be completed and submitted as part of the bid document.

2. Bids Binding Ninety (90) days: Unless otherwise specified all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless the bidder(s), upon request of the County Manager, agrees to an extension.

3. Payment Terms: For all goods/services provided by the successful bidder, payment shall be made thirty (30) days from invoice date after receipt of goods/services unless otherwise specified on bid form or as otherwise agreed by both parties. All invoices shall be submitted directly to the Curry County Finance Department at 417 Gidding, Suite 100, Clovis, NM 88101. The successful bidder must submit and have a completed W9 form on file with the County prior to any payments being issued.

   For all services paid by Credit Card, standard payments are usually made within 3-5 business days. All services made by credit card require a receipt. Invoices shall not be submitted separately if payment is made with credit card. Curry County shall not pay any fees when utilizing a credit card for payment.

4. Equivalency: The County hereby reserves the right to approve as equivalent, or to reject as not being equivalent, any item the bidder proposes to furnish which contains variations from specification requirements but may comply substantially therewith. Such decisions are strictly at the discretion of the County.

5. If there is any clarification, problem, ambiguity or question regarding this bid, you must contact the Purchasing agent or designee prior to the bid opening. Clarifications and addenda will be considered prior to the bid opening. Answers provided regarding the bid specifications or bid package MUST be answered by the Purchasing Agent in writing or designee. Questions answered by any other person or County official shall be considered completely nonapplicable to the legal provisions of this bid, except as specifically authorized by the Purchasing Agent.

6. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire Invitation to Bid (ITB) packet and to notify the purchasing department if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the purchasing department not less than seventy-two (72) hours prior to the time set for bid opening.

7. Bidders shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this bid. ***This sheet shall be labeled "Exception(s) to Bid Conditions" and shall be included with bid***.

8. Non-collusion: Bidders, by submitting a signed bid, certify that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any

other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under New Mexico or United States or Federal law.

9. Non-discrimination Statement: Curry County in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Please refer to complete Curry County Title VI Plan, specifically Appendices A and E at http://www.currycounty.org/dr/miscellaneous.

10. Qualifications of Bidders: The County Purchasing Officer may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

11. The State of New Mexico's Procurement Code, Section 13-1-28 through Section 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violations. In addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

12. Curry County reserves the right to reject any bid from a bidder who previously failed to perform properly, or complete on time, contracts of similar nature, or to reject the bid of a bidder who is not in a position to perform such a contract satisfactorily. Such is at the discretion of the County.

13. The successful bidder agrees to protect, defend and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the County under this agreement.

14. If a bidder to whom a bid is awarded refuses to accept the award or fails to deliver in accordance with the contract terms and conditions, the County may, in its discretion, suspend the bidder/contractor for a period of time from entering into any contracts with Curry County.

15. Any Bidder, Offeror, or Contractor who is aggrieved in connection with this Bid may protest to the Owner. The protest should be made in writing within 24 hours after the facts or occurrences giving rise thereto, but in no case later than 15 calendar days after the facts or occurrences giving rise thereto (§13-1-172, NMSA 1978).

16. This solicitation is governed by the laws of the State of New Mexico. By signing and submitting a bid, the parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract or purchase order, must be brought in the Ninth Judicial District in and for Curry County, State of New Mexico, and each party shall pay its own costs and attorney fees.

17. Successful bidder must, in performance of work, agree to fully comply with all applicable federal, state and local laws, rules and regulations. The bidder will be required to carry the following minimum insurance coverage with Curry County named as additional insured on all policies:

    a. General and professional liability insurance in the amount of $1,050,000 single limit, and $2,000,000 aggregate
    b. Workers' Compensations insurance as required by state statue.

18. It is the responsibility of the bidder to ensure that any addenda issued related to this Invitation to Bid have been received prior to submitting a bid. The County guarantees that any addenda issued will be distributed and available to every party on the Distribution List for this solicitation. The County will not accept responsibility for addenda not being obtained, and will not guarantee that addenda will be forwarded or available if the original packet was not obtained as directed.

19. The successful bidder shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Bidder from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

BID FORM 1

QUOTATION SHEET

DUE: DECEMBER 27, 2023 AT 2:00 P.M.

Description	Cost
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Pixel Pitch Range - 3.9 to 5.9mm	$123,753.33Includes All Compnents that Make up LED Wall
Module Size – 250 x 250mm	-
Cabinet Resolution – 128x 256 pixels	-
Brightness – 1000 nits minimum	-
Refresh Rate – 3840 hertz minimum	-
LED Lifetime – 100,000 hours	-
Color Capacity – 16 bit	-
Spare LED Modules – **38 minimum**	-
Spare Parts Kit to include receiving cards, hub board, power supply, modules, LED's	-
LED HD Video Processor/s	Cost
HD Input Card- 4x 3G HD-SDI Inputs – **Quantity 2**	$14,490.01
4K Input Card -1x HDMI 2.0 and 1-DP1.2 – **Quantity 2**	$14,490.01 Includes All Components that Make up the Processor
4K Output Card RJ45 Gigabit Ethernet outputs x 16 +OPT outputs x 2 – **Quantity 1**	
Multiview/Preview Card -2x RJ45 Gigabit Ethernet outputs +1x HDMI1.3 - **Quantity 1**	
Installation Cabling	Cost
To include all data and power cabling necessary for operation of screen and processor/s **PRICE INCLUDES LABOR AND SHIPPING**	$40,110.84
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Any and all equipment necessary to install screen from I-beam to include chain motor and controller to raise and lower screen to the floor	$41,467.89
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The Above Panasonic Figures are for Equipment Only:
Network Cables and Gear is $15,000.00
Labor For Install is $4,000.00
Sales Tax is $7,954.83
Total Bid For Camera Systems is $110,756.95

Firm submitting bid: Gateway Studios and Production Services

Address: 3615 Tree Court Industrial Blvd. St Louis MO 63122

Telephone: 615-714-5008

Email: David.haskell@gsps.com

New Mexico Bidder's Preference Number: N/A

Signature: David Haskell

Printed Name: David Haskell

Title: President of Business Development

Date: 12/19.23

BID FORM 2
CAMPAIGN CONTRIBUTION DISCLOSURE FORM
DUE: DECEMBER 27, 2023 AT 2:00 P.M.

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor 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 may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"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.

"**Prospective contractor**" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: Fidel Madrid, Brad Bender, Dusty Leatherwood, Robert Thornton, Seth Martin, Anastasia Hogland, Randa Jesko, Kendall Kempf, Michael Reeves, Hollie Barnett.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

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.

David Haskell 12/19/23
Signature Date

President Business Development
Title (Position)

BID FORM 3
PROPOSAL FORM
RESIDENT/VETERANS PREFERENCE CERTIFICATION FORM
ITB #2023/24-06 MEDIA SCREEN FOR THE CURRY CUNTY EVENTS CENTER
DUE DATE: DECEMBER 27, 2023 AT 2:00 P.M.

Gateway Studios and Production Services (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

Resident Veterans:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than $3M allowing me the 10% 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 8% 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 veteran's preference, I agree to report to the State's Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Native American

☐ Under the law, Native American-owned companies will receive either an 8% or 10% equivalent based on whether they are also a veteran-owned business. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protect and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

☑ I do not claim New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American preference on this bid.

David Haskell — 12/19/23

(Signature of Business Representative) * (Date)

*Must be an authorized signatory for the Business.

A valid New Mexico Resident Business, New Mexico Veteran's Resident Business or Native American Certificate must be provided in order to receive preference.

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: January 11, 2024
SUBJECT: **Request Action of Broadview Fire Apparatus Change Order #1 in the Amount of $18,822.00 - Michael Booth**

Requested Approval of Change Order.

Prepared by Kaitlin Bentley
Last updated on 01/05/2024

ATTACHMENTS:

- Broadview Tanker Change Order #1.pdf
- AGREEMENT FOR PURCHASE OF FIRE APPARATUS FROM AAA FIREPRO OF NEW MEXICO INC- FINAL.pdf



	A	B	C	D	E	F	G	H	I	J	L	M	N	O	R
1	Doc Rev	11/30/2023					OEM:	SPARTAN ER							
2		Cont. Change Order:	A				Chassis:	Commercial							
3		Truck #:	223148-01												
4		Department:	Broadview, NM					0.00%	* Spartan Chassis Discount (%)			0.00%	Spartan Change Order Surcharge (%)		
5		Date of Precon:	December 14, 2023					0.00%	* Dealer Mark Up (%)						
6															
7	Change Item #	Add/Delete/Clarification		Option #	Special:	Description	Comments	List Price	Dealer Net Price	Dealer Net with Surcharge	Dealer Mark Up	Dealer (To Pay) or To Receive	Spartan ER (To Pay) or To Receive	Customer Contract Change To Pay or (To Receive)	Change Accepted?
8	Hide Chassis Blanks	Show Chassis Blanks		Chassis (Chassis Vendor)			Subtotals	$3,867.00	$3,867.00	$3,867.00	$0.00	$0.00	$0.00	$3,867.00	
9	1000	Add/Delete	Delete	002-004		Set Back Axle		$0.00	$0.00	$2,235.00	$0.00	$0.00	$0.00	$2,235.00	Yes
10			Add	002-003		Set Forward Axle		$2,235.00	$2,235.00						
11	1001	Add/Delete	Delete	79A-068		68 MPH Max Speed	Customer understands that the maximum speed to maintain NFPA compliance is 60 MPH on this vehicle and by signing this change order they choose to have the higher speed.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
12			Add	79A-070		70 MPH Max Speed		$0.00	$0.00						
17	1004	Clarification	Clarification	282-001		Batteries are mounted under cab drivers side		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
19	1005	Add/Delete	Delete	545-610		240 inch wheel base		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
20			Add	545-510		201 inch wheel base		$0.00	$0.00						
21	1006	Add/Delete	Delete	552-054		90 inch rear overhang		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
22			Add	552-015		103 inch rear overhang		$0.00	$0.00						
23	1007	Add/Delete	Delete	55W-008		Frame overhang range		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
24			Add	55W-010		Frame overhang range		$0.00	$0.00						
25	1008	Add/Delete	Delete	546-101		11/32 x 3.5 x 10 15/16 inch frame		($1,244.00)	($1,244.00)	$481.00	$0.00	$0.00	$0.00	$481.00	Yes
26			Add	546-102		7/16 x 3 9/16 x 11.13 inch frame		$1,725.00	$1,725.00						
27	1009	Add/Delete	Delete	204-215		50 gallon fuel tank		$30.00	$30.00	$213.00	$0.00	$0.00	$0.00	$213.00	Yes
28			Add	204-219		70 gallon fuel tank		$183.00	$183.00						
29	1010	Add/Delete	Delete	215-004		Polished fuel tank		($196.00)	($196.00)	($196.00)	$0.00	$0.00	$0.00	($196.00)	Yes
30			Add	215-005		Non polished fuel tank with painted bands		$0.00	$0.00						
31	1011	Add/Delete	Delete	093-1RJ		Michelin 315/80R22.5 X Works front tire		($474.00)	($474.00)	$24.00	$0.00	$0.00	$0.00	$24.00	Yes
32			Add	093-0TA		Michelin 385/65R22.5 XZY 3 front tire		$498.00	$498.00						
33	1012	Add/Delete	Delete	094-2A7		Rear Tire 11R22.5 XDS2		($784.00)	($784.00)	$160.00	$0.00	$0.00	$0.00	$160.00	Yes
34			Add	094-0GR		Rear Tire 12R22.5 XDN2		$944.00	$944.00						
35	1013	Add/Delete	Delete	787-004		Remote Keyless Entry		$0.00	$0.00	($300.00)	$0.00	$0.00	$0.00	($300.00)	Yes
36			Add	787-998		Standard Entry		($300.00)	($300.00)						
37	1014	Add/Delete	Delete	756-1E7		Seats Inc Air Ride Seat Driver		($566.00)	($566.00)	$118.00	$0.00	$0.00	$0.00	$118.00	Yes
38			Add	756-1G7		HO Bostrom Air Ride Seat Driver		$684.00	$684.00						
39	1015	Add/Delete	Delete	760-1E7		Seats Inc Air Ride Seat Officer		($504.00)	($504.00)	$24.00	$0.00	$0.00	$0.00	$24.00	Yes
40			Add	760-149		HO Bostrom Fixed Seat Officer		$528.00	$528.00						
41	1016	Delete ONLY	Delete	67E 006		Step Light Connectors		($195.00)	($195.00)	($195.00)	$0.00	$0.00	$0.00	($195.00)	Yes
43	1017	Add/Delete	Delete	148-072		Engine Remote Interface		($134.00)	($134.00)	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
44			Add	148-073		Engine Remote Interface		$134.00	$134.00						
45	1018	Delete ONLY	Delete			Price Adjsutment based on options		($229.00)	($229.00)	($229.00)	$0.00	$0.00	$0.00	($229.00)	Yes
47	1019	Add ONLY	Add			LED headlights installed at PDI		$1,532.00	$1,532.00	$1,532.00	$0.00	$0.00	$0.00	$1,532.00	Yes
409															
410															
411	Hide Boiler Plate Blanks	Show Boiler Plate Blanks	+ 20	Boiler Plate / ChassisModifications (Spartan ER)			Subtotals	$2,687.00	$2,177.00	$2,177.00	$0.00	$0.00	$0.00	$2,177.00	
412	2000	Delete ONLY	Delete	06-26-0105		Exhaust Heat Shield		($406.00)	($329.00)	($329.00)	$0.00	$0.00	$0.00	($329.00)	Yes
414	2001		Delete	06-40-0020		Drivers side dress up panel only		($744.00)	($603.00)						
415		Add/Delete	Add	06-40-0100	X	Aluminum Diamond Plate Cab Step Overlays. The overlays shall extend up as high as possible to fill the gap under the cab and still allow the cab to drop as much as the air ride cab suspension allows. The area for the fuel and DEF fill doors shall be reinforced to minimize deflection when the personnel stand on the steps.		$2,916.00	$2,362.00	$1,759.00	$0.00	$0.00	$0.00	$1,759.00	Yes
416	2002	Add/Delete	Delete	06--25-0000		Horizontal Exhaust		($94.00)	($77.00)	$86.00	$0.00	$0.00	$0.00	$86.00	Yes
417			Add	06-25-0310		Vertical Exhaust Behind Cab		$201.00	$163.00						
418	2003	Clarification	Clarification	4-10-3620		There shall be no binder storage on the center console		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
420	2004	Clarification	Clarification	04-50-0205	X	Mount the Kussmaul behind the console, NOT in center console. There shall be NO binder storage in the center console		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
422	2005	Add ONLY	Add	04-56-0115		Manual Air shoreline connected to chassis air		$359.00	$291.00	$291.00	$0.00	$0.00	$0.00	$291.00	Yes
424	2006	Add ONLY	Add	04-56-1120		Air connection installed under drivers door		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
426	2007	Add/Delete	Delete	70-36-0125		TecNiq 4" perimeter lights		($237.00)	($192.00)	$37.00	$0.00	$0.00	$0.00	$37.00	

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427			Add	70-36-0057		Spartan LED perimter lights		$282.00	$229.00						
428	2008	Add ONLY	Add	04-45-0505		Antenna mounting base, to terminate in the center console		$410.00	$333.00	$333.00	$0.00	$0.00	$0.00	$333.00	Yes
512															
513															
514	Hide Pump Blanks	Show Pump Blanks	+ 20			Pump / Pumpcompartment	Subtotals	$3,080.00	$2,495.00	$2,495.00	$0.00	$0.00	$0.00	$2,495.00	
515	3000	Add ONLY	Add	26-10-1130	X	(1) Spartan LED tube light installed over pump panel		$798.00	$647.00	$647.00	$0.00	$0.00	$0.00	$647.00	Yes
517	3001	Clarification	Clarification	26-10-2550	X	There shall be no pump compartment, it shall be a panel below the front of the body		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
519	3002	Clarification	Clarification	26-10-1120		There shall only be a pump panel on the drivers side		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
521	3003	Delete ONLY	Delete	26-11-9030		Pump compartment front wall overlay		($1,125.00)	($912.00)	($912.00)	$0.00	$0.00	$0.00	($912.00)	Yes
523	3004	Add ONLY	Add	28-51-0220		(1) Whelen PSTank 2 with black bezel installed on the rear of the body on the left side		$1,061.00	$860.00	$860.00	$0.00	$0.00	$0.00	$860.00	Yes
525	3005	Add/Delete	Delete	28-25-1205		MC Pump Overheat Indicator		($540.00)	($438.00)	$981.00	$0.00	$0.00	$0.00	$981.00	Yes
526			Add	09-50-1605		Waterous Overheat Protection Manager Light & Alarm		$1,751.00	$1,419.00						
527	3006	Add/Delete	Delete	10-12-0500		4" Inlet with short tube		($398.00)	($323.00)	$522.00	$0.00	$0.00	$0.00	$522.00	Yes
528			Add	10-12-4200		5" Inlet left with short tube		$1,043.00	$845.00						
529	3007	Add/Delete	Delete	10-25-7000		4" long handled cap		($293.00)	($238.00)	$2.00	$0.00	$0.00	$0.00	$2.00	Yes
530			Add	10-25-5100		5" long handled cap		$296.00	$240.00						
531	3008	Add/Delete	Delete	14-75-0305		Side inlet forward position		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
532			Add	14-75-0310		side inlet rearward position		$0.00	$0.00						
533	3009	Add ONLY	Add	26-15-0105	X	Air chuck outlet to be installed on the drivers side under the cab in the riser of the cab step overlay.		$487.00	$395.00	$395.00	$0.00	$0.00	$0.00	$395.00	Yes
818															
819															
820	Hide Body Blanks	Show Body Blanks	+ 20			Body	Subtotals	$8,632.00	$6,991.00	$6,991.00	$0.00	$0.00	$0.00	$6,991.00	
821	5000	Clarification	Clarification	30-12-7000		Body paint FLNA 3195 Red		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
823	5001	Clarification	Clarification	34-40-7000		There shall be no transverse portion of the body		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
825	5002	Delete ONLY	Delete	50-31-0010		Hosebed cover and rear flap		($1,730.00)	($1,402.00)	($1,402.00)	$0.00	$0.00	$0.00	($1,402.00)	Yes
827	5003	Delete ONLY	Delete	78-05-0105		(2) Unity LED hose bed lights & activation		($2,315.00)	($1,876.00)	($1,876.00)	$0.00	$0.00	$0.00	($1,876.00)	Yes
829	5004	Add/Delete	Delete	60-15-9E00		Specified Hoseload		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
830			Add	60-15-9E05		No specified hoseload		$0.00	$0.00						
831	5005	Clarification	Clarification	61-00-0120	X	Fill tower will be at or above the hosebed side walls		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
833	5006	Add/Delete	Delete	66-20-0112		Manual folding tank carrier		($3,697.00)	($2,995.00)	$8,369.00	$0.00	$0.00	$0.00	$8,369.00	Yes
834			Add	66-25-0115		Zico Quic-Lift folding tank carrier Right Side		$14,029.00	$11,364.00						
835	5007	Clarification	Clarification			Controls for tank rack right rear of body		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
837	5008	Add/Delete	Delete	66-25-0015		Folding tank cover to be diamond plate		($953.00)	($772.00)	$865.00	$0.00	$0.00	$0.00	$865.00	Yes
838			Add	66-25-0010		Folding tank cover to be painted aluminum		$2,020.00	$1,637.00						
839	5009	Add ONLY	Add	52-22-8205		(1) 300# Spartan front drawer release roll out tray		$1,453.00	$1,177.00	$1,177.00	$0.00	$0.00	$0.00	$1,177.00	Yes
841	5010	Add ONLY	Add	52-40-0110		install tray in L2 compartment		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
843	5011	Add/Delete	Delete	53-15-1420		(4) left rear folding steps		($876.00)	($710.00)	$178.00	$0.00	$0.00	$0.00	$178.00	Yes
844			Add	53-15-1425		(5) left rear folding steps		$1,096.00	$888.00						
845	5012	Add/Delete	Delete	53-30-1210		Illuminated handrail for steps		($665.00)	($539.00)	($320.00)	$0.00	$0.00	$0.00	($320.00)	Yes
846			Add	53-30-0150		Rubber insert handrail for steps		$270.00	$219.00						
847	5013	Clarification	Clarification	53-30-0150		Install step handrail to the top of the body side wall left side		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1021															
1022															
1023	Hide Electrical Blanks	Show Electrical Blanks	+ 20			Electrical	Subtotals	$418.00	$340.00	$340.00	$0.00	$0.00	$0.00	$340.00	
1024	6000	Clarification	Clarification	70-10-0025		Pump node to be located in the pump area		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1026	6001	Add/Delete	Delete	70-36-2280		(4) TecNiq 4" ground lights		($476.00)	($386.00)	$52.00	$0.00	$0.00	$0.00	$52.00	Yes
1027			Add	70-36-2125		(5) Spartan LED tube ground lights, include (1) under the front bumper		$540.00	$438.00						
1028	6002	Add/Delete	Delete	75-20-1010		Taillights with clear lenses		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1029			Add	75-20-1000		Taillights with color lenses		$0.00	$0.00						
1030	6003	Add/Delete	Delete	75-20-0620		4 position Whelen vertical flange for taillights		($1,090.00)	($883.00)	($687.00)	$0.00	$0.00	$0.00	($687.00)	Yes
1031			Add	75-20-0800		Individual chrome bezels for taillights		$241.00	$196.00						
1032	6004	Add/Delete	Delete	77-00-0055		Spartan provided single camera system		($2,333.00)	($1,890.00)	$975.00	$0.00	$0.00	$0.00	$975.00	Yes
1033			Add	77-00-0060		Spartan provided dual camera system, mount right side camera on the front fender		$3,536.00	$2,865.00						
1034	6005		Delete	77-01-5005		Camera monitor mounted in driver dash		$0.00	$0.00						

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1035		Add/Delete	Add	77-01-5025		Camera monitor mounted in center upper portion of the cab, forward		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1036	6006	Add/Delete	Delete	82-60-2500		Side scene lights activated with the chassis scene lights		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1037			Add	82-60-2515		Side scene lights activated by individual switches in switch panel		$0.00	$0.00						
1038	6007	Add/Delete	Delete	82-60-3505		Rear scene lights activated by Vista switch		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1039			Add	82-60-3500		Rear scene lights activated by single rocker switch		$0.00	$0.00						
1040	6008	Clarification	Clarification	78-50-0105		Front scene light mounted on the front of the grill ILO top of the cab		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1042	6009	Add/Delete	Delete	78-52-0400		FireTech 48" front scene light, white housing		($2,793.00)	($2,263.00)	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1043			Add	78-52-0405		FireTech 48" front scene light, black housing		$2,793.00	$2,263.00						
1124															
1125															
1126	Hide Extras Blanks		Show Extras Blanks	+ 20		Lettering, Striping, & Equipment	Subtotals	$3,641.00	$2,952.00	$2,952.00	$0.00	$0.00	$0.00	$2,952.00	
1127	7000	Add/Delete	Delete	88-50-1040		4" reflective stripe		($1,524.00)	($1,235.00)	$880.00	$0.00	$0.00	$0.00	$880.00	Yes
1128			Add	88-50-3040		1"-4"-1" reflective stripe		$2,610.00	$2,115.00						
1129	7001	Add/Delete	Delete	88-52-5000		Stripe to be white		$0.00	$0.00	$592.00	$0.00	$0.00	$0.00	$592.00	Yes
1130			Add	88-52-5080		Stripe to be white on painted surfaces and red on doors		$730.00	$592.00						
1131	7002	Add ONLY	Add	88-55-3200		Spartan to install (2) customer provided decals, (1) on each cab door. Decal will be into the stripe		$374.00	$303.00	$303.00	$0.00	$0.00	$0.00	$303.00	Yes
1133	7003	Delete ONLY	Delete	88-54-5500		Imitation gold lettering		($1,618.00)	($1,311.00)	($1,311.00)	$0.00	$0.00	$0.00	($1,311.00)	Yes
1135	7004	Add ONLY	Add	88-55-1030		Pair USA flag decals forward on the body sides		$888.00	$720.00	$720.00	$0.00	$0.00	$0.00	$720.00	Yes
1137	7005	Add/Delete	Delete	90-03-1100		Wheel chocks mounted forward of the axles		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	Yes
1138			Add	90-03-1110		Wheel chocks mounted rearward of the axles		$0.00	$0.00						
1139	7006	Add ONLY	Add	88-54-1210	X	3M black reflective with white outline letters- 6" 12 total. BFD and 205 on the rear of the body		$276.00	$224.00	$224.00	$0.00	$0.00	$0.00	$224.00	Yes
1141	7007	Add ONLY	Add	88-54-1510	X	3M black reflective with white outline letters- 8" 28 total. "IN GOD WE TRUST". Upper portion of each side of the body		$805.00	$653.00	$653.00	$0.00	$0.00	$0.00	$653.00	Yes
1143	7008	Add ONLY	Add	88-54-1000	X	3M black reflective with white outline letters- 12" 24 total. BROADVIEW and 205 on the sides of the body each side, on tank rack cover on right side and above the catwalk on the left		$1,100.00	$891.00	$891.00	$0.00	$0.00	$0.00	$891.00	Yes

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1332								
1333								
1334								
1335	Change Order Chassis Sub-Total	$3,867.00	$3,867.00	$3,867.00	$0.00	$0.00	$0.00	$3,867.00
1336	Change Order Aerial Sub-Total	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1337	Change Order Spartan ER Non-Aerial Portions Sub-Total	$18,458.00	$14,955.00	$14,955.00	$0.00	$0.00	$0.00	$14,955.00
1338	**Change Order Totals**	**$22,325.00**	**$18,822.00**	**$18,822.00**	**$0.00**	**$0.00**	**$0.00**	**$18,822.00**
1339								
1342	**Delivery days Commitment from Contract Signing**							600
1343								
1344	The above list of changes will be incorporated into the final release specifications and will							
1345	amend the original specification accordingly with these changes.							
1346								
1347	**# days added to delivery commitment for this change order due to scope and/or quantity**							0
1348								
1349	**New contractual delivery days commitment for scope of changes**							600
1350								
1351								
1352	**Date Spartan ER sent to Customer/Dealer for Signature**							12/19/2023
1353	**Date CO to be returned to Spartan (due 10 calendar days from date sent)**							12/29/2023
1354								
1355	***FOR EVERY ONE (1) DAY PAST THE DUE DATE REQUIREMENT, ONE (1) ADDITIONAL DAY WILL BE ADDED TO CONTRACTUAL DELIVERY FOR EVERY DAY LATE & WILL BE INCLUDED ON THE FINAL INVOICE***							
1356								

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1357															
1358		Customer Signature:					Customer Name:						Date:		
1359		Dealer Signature:					Dealer Name:						Date:		
1360		Spartan ER Signature:					Spartan ER Name:						Date:		

7007	Add ONLY	Add	88-54-1510	X
7008	Add ONLY	Add	88-54-1000	X

Hide Dealer Blanks | Show Dealer Blanks | + 20

Change Order Chassis Sub-Total
Change Order Aerial Sub-Total
Change Order Spartan ER Non-Aerial Portions Sub-Tot

Change Order Totals

Delivery days Commitment from Contract Signing

The above list of changes will be incorporated into the fi
original specification accordingly with these changes.

**# days added to delivery commitment for this chang
modifications made on this change order.**

New contractual delivery days commitment f

**Date Spartan ER sent to Customer/Dealer for Signat
Date CO to be returned to Spartan (due 10 calendar**

******FOR EVERY ONE (1) DAY PAST THE DUE DATE R
DELIVERY FOR EVERY DAY LATE & WILL BE INCLU***

Customer Signature: Quentin Wood
Dealer Signature: _____
Spartan ER Signature: _____

AGREEMENT FOR PURCHASE OF FIRE APPARATUS FROM AAA FIREPRO OF NEW MEXICO INC

THIS AGREEMENT is made and entered into by and between CURRY COUNTY (hereinafter, "County") and AAA FIREPRO OF NEW MEXICO, INC (hereinafter, "Vendor"), on this the 24th day of October, 2023.

WHEREAS, the County has a need to provide and supply the Broadview Volunteer Fire Department and Fire District with new firefighting apparatus to meet the County's firefighting needs;

WHEREAS, the Vendor has proposed to provide for sale a fire apparatus which is acceptable to County, which is described in the Proposal Letter attached hereto as **Exhibit A** and otherwise as:

One (1) SPARTAN ERV Tanker/Tender Apparatus complete with 3000-gallon water tank and pump installed on a 2025 Freightliner M2 114SD, 4 x 2 tandem axle chassis as per the attached specifications dated 9/12/23.

WHEREAS, the County is authorized to enter into this Agreement pursuant to Section 13-1-97 et seq. NMSA 1978, and which procurement is made through the HGAC agreement Catalog FS12-19.

NOW THEREFORE, for good and valuable consideration it is hereby understood and agreed by and between the parties hereto as follows:

1) SCOPE OF SERVICE

Vendor shall provide for purchase:

One (1) SPARTAN ERV Tanker/Tender Apparatus complete with 3000-gallon water tank and pump installed on a 2025 Freightliner M2 114SD, 4 x 2 tandem axle chassis as per the attached specifications dated 9/12/23.

2) BASIC SPECIFICATION AND COST

One (1) SPARTAN ERV Tanker/Tender Apparatus complete with 3000-gallon water tank and pump installed on a 2025 Freightliner M2 114SD, 4 x 2 tandem axle chassis as per the attached specifications dated 9/12/23.

Price to County: **$462,954.00**

Build days will be 650 plus days. Chassis and component delivery times are increasing, and this may affect the overall schedule. A factory final inspection trip and delivery to Broadview, NM is included in the above price. Expenses covered shall include ground transportation, meals and lodging for the inspection and return trip for up to two (2) fire department personnel.

1201K
10/25/23

3) MATERIAL SURCHARGES

To minimize price increases during construction of the described apparatus, the Vendor shall place the order for the apparatus as soon as possible after execution of this agreement. In the event of a product cost increase during the time of production due to the nature of the current market, each surcharge provided by a manufacturer shall be submitted within forty-eight (48) hours of notification from the manufacturer for review to the County Manager on an individual basis. The County Manager has the authority to approve surcharges during the production of the apparatus if proper documentation is provided at a total amount not to exceed five (5) percent of the contracted amount. The Curry County Manger upon review of a cost increase request may require additional supporting documentation prior to providing written approval. Any change in cost of the apparatus in excess of five (5) percent shall be presented to the County Commission for approval. This measure is not intended to allow any increase in profit margin and is solely intended to allow compensation for actual cost increases directly related surcharges from the manufacture.

4) APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Contract. If sufficient appropriations and authorizations are not made by the County, this Contract shall terminate upon written notice given by County to Vendor. The County's decision as to whether sufficient appropriations and authorizations exist shall be accepted by Vendor and shall be final.

5) PLACE OF PERFORMANCE

Vendor shall have available the item(s) described and deliver same to the appropriate County department as stated in the Proposal dated October 18, 2023.

6) NOTICES AND INVOICES

Invoices, purchase orders and all notices shall be mailed to the Curry County Manager.

7) ASSIGNMENT OF CLAIMS

The Vendor shall not assign, sublease, or delegate any interest in this Agreement or transfer any interest or assign any claims for money due or to become due under this Agreement, without the written consent of the County.

8) SUBCONTRACTING

The Vendor shall not subcontract any portion of the services/sale to be performed under this Agreement without prior written approval of the County.

9) SOVEREIGN IMMUNITY

MDK 10/25/23

By entering into this Agreement, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act, supra.

10) INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Vendor shall indemnify, defend and hold harmless County, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, supra, against and from any and all claims, losses, fines, demands judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Vendor's provision of services under this Agreement. The County shall hold the Vendor harmless from any and all claims and/or actions of any kind and nature resulting from or relating to the County's or its employees' negligence or intentional acts, errors and omissions in the County's performance under this Agreement. The agreements in this Section shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Agreement, for negligence, acts, errors or omissions occurring during the term of this Agreement.

11) TERMINATION

Either party may terminate this Agreement with or without cause by providing written notice to the other party sixty (60) days in advance of the termination. In the event of contract termination, the Vendor shall be paid for any unpaid invoices issued to County prior to the effective date of termination upon submittal of the final payment request.

12) CONFLICT OF INTEREST

The Vendor warrants that it presently has no interest, and shall not acquire any interest during the term of this Agreement, which would have the potential to conflict with the performance of the services required under this Agreement. In the event such a conflict arises, it shall be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Vendor'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 Agreement by the County.

13) INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Vendor as an agent, representative or employee of the County for any purpose or any manner whatsoever. Vendor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Vendor is an independent contractor of the County. The Vendor, 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.

10/25/22

14) COMPLIANCE WITH GOVERNING LAWS

This Agreement is to be performed in the State of New Mexico and the County of Curry and shall be construed under the Laws of the State of New Mexico and Curry County. The Vendor 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 Vendor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 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 Agreement. The Vendor shall comply with all federal statues 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 handicaps; the Age Discrimination in Employment Act; 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).

15) 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.

16) CONFLICTS

Vendor represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 2008. Vendor also agrees that in the performance of this Contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by Vendor to County pursuant to this Agreement.

17) PERA NOTICE

If Vendor is a retired member of the New Mexico Employee Retirement Benefit Plan (PERA), then, Vendor shall have the obligation and shall be solely responsible for complying with administrative Rule 2.80.1100.40, NMAC, 2010. It shall be Vendor's sole responsibility to notify PERA of the terms and conditions of this Contract and the compensation payable to Vendor. Vendor shall also have the responsibility to notify County that it is a retired PERA member; however, Vendor shall have sole responsibility for complying with Rule 2.80.1100.40B, NMAC with regard to PERA benefits.

IGSK 10/23/23

18) PENALTIES FOR VIOLATION UNDER LAW

In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1- 28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19) FORCE MAJEURE

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, fires, floods, sabotage, riots, wards, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

20) BREACH

In the event Vendor breaches any obligation contained in this Contract, prior to instituting any action, County shall give Vendor written notice of such breach. In the event Vendor fails to remedy the breach within five (5) working days of receiving such written notice, County, at is sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Vendor's breach and recover any and all costs and expenses including its reasonable attorney's fees in so doing from Vendor.

21) SEVERABILITY

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

22) ATTORNEY'S FEES

Either Party shall be entitled to recover its attorney's fees if required to enforce any provision in the Contract.

23) WAIVER

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

IGIC 10/25/23

24) RIGHT TO INDEPENDENT TESTING/INSPECTION

County reserves the right to test and inspect the fire apparatus contracted for prior to payment. County may perform the test or inspection itself or can hire an independent party to perform testing or inspection. Inspection shall be performed at the manufacturers factory and before County takes ownership of the apparatus. In the event that a discrepancy is discovered, Vendor shall take whatever steps are necessary to correct any construction or billing errors.

25) AMENDMENTS

This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their official acts by their respective representative, each of which is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

CURRY COUNTY

_____ Lance A. Pyle, County Manager

_____ Date:

VENDOR

Kyle P. Kyle, President AAA Fire Apparatus Inc

10/25/23 Date:

24) RIGHT TO INDEPENDENT TESTING/INSPECTION

County reserves the right to test and inspect the fire apparatus contracted for prior to payment. County may perform the test or inspection itself or can hire an independent party to perform testing or inspection. Inspection shall be performed at the manufacturers factory and before County takes ownership of the apparatus. In the event that a discrepancy is discovered, Vendor shall take whatever steps are necessary to correct any construction or billing errors.

25) AMENDMENTS

This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their official acts by their respective representative, each of which is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

CURRY COUNTY

Lance a. Pyle _____ Lance A. Pyle, County Manager

10/24/2023 _____ Date:

VENDOR

_____

_____ Date:

Fire & Safety Department

TO: Board of County Commissioners
FROM: Michael Booth
DATE: January 11, 2024
SUBJECT: **Request Approval to Purchase One Wildland Fire Apparatus for the Countyline Fire Department for $288,298.52 through AAA FirePro with $280,000.00 being paid from the FY2024 New Mexico Fire Protection Grant and $8,298.52 from the Countyline Fire Department Funds - Michael Booth**

Requesting Approval of Contract with AAA FirePro for Wildland Fire Apparatus Purchase

---

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- AAA FIREPRO AGREEMENT FOR PURCHASE OF FIRE APPARATUS FROM AAA FIREPRO OF NEW MEXICO INC.pdf
- Exhibit A 1-3-24 AAA Proposal Letter.pdf
- Exhibit B Countyline Brush Truck Specs.pdf

AGREEMENT FOR PURCHASE OF FIRE APPARATUS FROM AAA FIREPRO OF NEW MEXICO INC

THIS AGREEMENT is made and entered into by and between CURRY COUNTY (hereinafter, "County") and AAA FIREPRO OF NEW MEXICO, INC (hereinafter, "Vendor"), on this 11th day of January, 2024.

WHEREAS, the County has a need to provide and supply the Countyline Volunteer Fire Department and Fire District with new firefighting apparatus to meet the County's firefighting needs;

WHEREAS, the Vendor has proposed to provide for sale a fire apparatus which is acceptable to County, which is described in the Proposal Letter attached hereto as **Exhibit A** and otherwise as:

One (1) Unruh Wildland Apparatus installed on a 2025 F-550 Extended cab chassis as per the attached specifications dated 11/3/23, attached hereto as Exhibit B.

WHEREAS, the County is authorized to enter into this Agreement pursuant to Section 13-1-97 et seq. NMSA 1978, and which procurement is made through the HGAC agreement Catalog FS12-19.

NOW THEREFORE, for good and valuable consideration it is hereby understood and agreed by and between the parties hereto as follows:

1) SCOPE OF SERVICE

Vendor shall provide for purchase:

One (1) Unruh Wildland Apparatus installed on a 2025 F-550 Extended cab chassis as per the specifications included in attached Exhibit B.

2) BASIC SPECIFICATION AND COST

One (1) Unruh Wildland Apparatus installed on a 2025 F-550 Extended cab chassis as per the specifications included in attached Exhibit B.

Price to County: **$288,298.52**

Build days will be 650 plus days. Chassis and component delivery times are increasing, and this may affect the overall schedule. A factory final inspection trip and delivery to Broadview, NM is included in the above price. Expenses covered shall include ground transportation, meals and lodging for the inspection and return trip for up to two (2) fire department personnel.

3) MATERIAL SURCHARGES

To minimize price increases during construction of the described apparatus, the Vendor shall place the order for the apparatus as soon as possible after execution of this agreement. In the event of a product cost increase during the time of production due to the nature of the current market, each surcharge provided by a manufacturer shall be submitted within forty-eight (48) hours of notification from the manufacturer for review to the County Manager on an individual basis. The County Manager has the authority to approve surcharges during the production of the apparatus if proper documentation is provided at a total amount not to exceed five (5) percent of the contracted amount. The Curry County Manger upon review of a cost increase request may require additional supporting documentation prior to providing written approval. Any change in cost of the apparatus in excess of five (5) percent shall be presented to the County Commission for approval. This measure is not intended to allow any increase in profit margin and is solely intended to allow compensation for actual cost increases directly related surcharges from the manufacture.

4) APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Contract. If sufficient appropriations and authorizations are not made by the County, this Contract shall terminate upon written notice given by County to Vendor. The County's decision as to whether sufficient appropriations and authorizations exist shall be accepted by Vendor and shall be final.

5) PLACE OF PERFORMANCE

Vendor shall have available the item(s) described and deliver same to the appropriate County department as stated in the Proposal dated January 3, 2024.

6) NOTICES AND INVOICES

Invoices, purchase orders and all notices shall be mailed to the Curry County Manager.

7) ASSIGNMENT OF CLAIMS

The Vendor shall not assign, sublease, or delegate any interest in this Agreement or transfer any interest or assign any claims for money due or to become due under this Agreement, without the written consent of the County.

8) SUBCONTRACTING

The Vendor shall not subcontract any portion of the services/sale to be performed under this Agreement without prior written approval of the County.

9) SOVEREIGN IMMUNITY

By entering into this Agreement, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act, supra.

10) INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Vendor shall indemnify, defend and hold harmless County, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, supra, against and from any and all claims, losses, fines, demands judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Vendor's provision of services under this Agreement. The County shall hold the Vendor harmless from any and all claims and/or actions of any kind and nature resulting from or relating to the County's or its employees' negligence or intentional acts, errors and omissions in the County's performance under this Agreement. The agreements in this Section shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Agreement, for negligence, acts, errors or omissions occurring during the term of this Agreement.

11) TERMINATION

Either party may terminate this Agreement with or without cause by providing written notice to the other party sixty (60) days in advance of the termination. In the event of contract termination, the Vendor shall be paid for any unpaid invoices issued to County prior to the effective date of termination upon submittal of the final payment request.

12) CONFLICT OF INTEREST

The Vendor warrants that it presently has no interest, and shall not acquire any interest during the term of this Agreement, which would have the potential to conflict with the performance of the services required under this Agreement. In the event such a conflict arises, it shall be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Vendor'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 Agreement by the County.

13) INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Vendor as an agent, representative or employee of the County for any purpose or any manner whatsoever. Vendor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Vendor is an independent contractor of the County. The Vendor, 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.

14) COMPLIANCE WITH GOVERNING LAWS

This Agreement is to be performed in the State of New Mexico and the County of Curry and shall be construed under the Laws of the State of New Mexico and Curry County. The Vendor 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 Vendor shall comply with laws relating to employment eligibility including: The Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 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 Agreement. The Vendor shall comply with all federal statues 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 handicaps; the Age Discrimination in Employment Act; 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).

15) 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.

16) CONFLICTS

Vendor represents to County that the services to be provided to County pursuant to this Agreement are not in violation of or contrary to the terms and the provisions of the New Mexico Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 2008. Vendor also agrees that in the performance of this Contract shall comply with those terms and conditions set forth in said Governmental Conduct Act that apply or may apply to those services provided by Vendor to County pursuant to this Agreement.

17) PERA NOTICE

If Vendor is a retired member of the New Mexico Employee Retirement Benefit Plan (PERA), then, Vendor shall have the obligation and shall be solely responsible for complying with administrative Rule 2.80.1100.40, NMAC, 2010. It shall be Vendor's sole responsibility to notify PERA of the terms and conditions of this Contract and the compensation payable to Vendor. Vendor shall also have the responsibility to notify County that it is a retired PERA member; however, Vendor shall have sole responsibility for complying with Rule 2.80.1100.40B, NMAC with regard to PERA benefits.

18) PENALTIES FOR VIOLATION UNDER LAW

In addition to the Governmental Conduct Act, the Procurement Code, Sections 13-1- 28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation, in addition, the New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

19) FORCE MAJEURE

Neither party will be liable to the other for any delay or interruption in performance as to any obligation hereunder resulting from governmental emergency orders, judicial or governmental action, emergency regulations, fires, floods, sabotage, riots, wards, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

20) BREACH

In the event Vendor breaches any obligation contained in this Contract, prior to instituting any action, County shall give Vendor written notice of such breach. In the event Vendor fails to remedy the breach within five (5) working days of receiving such written notice, County, at is sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy Vendor's breach and recover any and all costs and expenses including its reasonable attorney's fees in so doing from Vendor.

21) SEVERABILITY

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

22) ATTORNEY'S FEES

Either Party shall be entitled to recover its attorney's fees if required to enforce any provision in the Contract.

23) WAIVER

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

24) RIGHT TO INDEPENDENT TESTING/INSPECTION

County reserves the right to test and inspect the fire apparatus contracted for prior to payment. County may perform the test or inspection itself or can hire an independent party to perform testing or inspection. In the event that a discrepancy is discovered, Vendor shall take whatever steps are necessary to correct any construction or billing errors.

25) AMENDMENTS

This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their official acts by their respective representative, each of which is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

CURRY COUNTY

_____ Lance A. Pyle, County Manager

_____ Date:

VENDOR

_____

_____ Date:

AAA FIREPRO
OF NEW MEXICO, INC.

Countyline Fire Department
David Kube, Chief
Clovis, NM 88101

January 3, 2024

RE: Wildland Fire Apparatus

AAA Firepro of New Mexico, Inc is proud to propose the following:

One (1)Unruh Wildland Apparatus installed on a 2025 F-550 Extended cab chassis as per the specifications dated 11/3/23.

$288,298.52

The above quote is good until 2/3/24. After that, pricing is subject to change due to price increase. **In addition, due to current issues with inflation, and supply chain disruptions, manufacturer surcharges/pricing adjustments are likely and will be added to the total invoice at final delivery. All surcharges/pricing adjustments will be documented and approved of via "Change Orders" as they arise. Issuance of a purchase order acknowledges likelihood of said increases and customer agrees to pay any additional amounts above proposal amount attributed to surcharges.** This quote replaces any previous quotes that have been presented on this apparatus.

Build days will likely be 600 plus days. Chassis and component delivery times are increasing and this may affect overall schedule. A final inspection trip, and delivery to Clovis, NM is included in the above price. Expenses covered shall include ground transportation, meals, lodging, and fuel for the inspection and return trip for up to two (2) fire department personnel.

AAA Firepro of New Mexico, Inc. is a dealer for Unruh Fire Inc., who is the manufacturer. Unruh Fire, Inc. shall be prime contractor and any contracts and/or purchase orders are to be issued to **Unruh Fire, Inc.** This apparatus is available for purchase utilizing the HGAC (Houston Galveston Area Council of Governments) Cooperative Purchasing agreement.

AAA Firepro and Unruh Fire, Inc. look forward to the opportunity of doing business with the Countyline Fire Department.

Regards,

Kendal D. Kohler

Kendal Kohler, Sales Representative
AAA Firepro of NM, Inc.

Terms Acknowledged/Accepted:

_____
Signature / Title

_____
Date

Countyline Fire Department
Type VI Brush Truck
Specifications

NFPA 1900 COMPLIANCE

The National Fire Protection Association "**Standard for Wildland Fire Apparatus, 2024 Edition" is hereby adopted and made a part of these specifications, the same as if it were written out in full detail**, except for the section dealing with "Equipment Recommended for Various Types of Apparatus". Bidders shall provide the equipment requested herein and the buyer shall supply the rest before the apparatus is put into service.

APPARATUS DOCUMENTATION

This apparatus shall come with documents describing warranties, component testing and owner's manuals for all added components such as lights, sirens, back-up alarms, voltage regulators, pumps, motors, electronic monitoring devices and tank upon final inspection and acceptance at manufacturers location.

VEHICLE STABILITY

The apparatus shall comply with the vehicle stability requirements of the 2024 edition of NFPA 1900, Section 7.14. The apparatus stability shall be quantified by use of a tilt table or by calculation. This vehicle can be compared to and considered substantially similar to a previously tested apparatus meeting the stability requirements based on Section 7.14.3.2 (3).

TIRE PRESSURE INDICATING VALVE CAPS

The apparatus shall be equipped with a visual indicator on each tire to warn the operator when tire pressure needs to be checked.

SAFETY SIGNS FAMA

There shall be a safety sign located in an area visible to the driver which states the number of personnel the vehicle is designed to carry. NFPA 11.1.2

There shall be a safety sign located in a location visible from all seating positions indicating the importance of seat belt use while vehicle is in motion. NFPA 11.1.3.6

There shall be a safety sign located in a location visible from all seating positions which warns of loud sounds. NFPA 11.1.7

There shall be a safety sign located in a location visible from all seating positions indicating do not wear helmet in cab while vehicle is in motion. NFPA 11.1.8.4.3

There shall be a safety sign located in the cab indicating the need to secure items and equipment in the cab. NFPA 11.1.11.3

There shall be a safety sign located in the cab, visible to the driver while sitting in the driver's seat, which warns of vehicle backing hazards. NFPA 11.3.7

There shall be a safety sign at each entrance to the cab and each designated climbing location on the body that the apparatus can be climbed onto, indicating the proper climbing method. NFPA 12.6.1.5

There shall be a safety sign which warns personnel not to ride on the vehicle and shall be located at the rear step areas and at any cross walkways. NFPA 12.6.5

SPECIAL LABELS

All labeling shall meet the 2024 edition of NFPA 1900 9.2.3. A permanent plate shall be affixed in the driving compartment of the completed vehicle specifying the quantity and type of the following fluids that may be used in the apparatus for normal maintenance. Where a fluid is not applicable to the unit, the plate shall be marked N/A to inform the service technician who may not be familiar with the apparatus.

APPARATUS FLUIDS	
Engine Oil	Pump Transmission Lubrication Fluid
Engine Coolant	Pump Primer Fluid
Transmission Fluid	Air Compressor System Lubricant
Drive Axle Lubrication Fluid	Generator System Lubricant
Transfer Case Fluid	Equipment Rack Fluid
Power Steering Fluid	Front Tire Cold Pressure
Air Conditioning Refrigerant	Rear Tire Cold Pressure
Air Conditioning Lubrication Oil	Other:
Cab Tilt Mechanism Fluid	Misc.:

*** Sample Label for Reference Only.*

There shall be a sign located on the pump panel that warns of the need for training before operating the apparatus.

A sign shall be affixed in the chassis cab, in plain sight of the driver (while seated) that states the overall unequipped travel height, the overall travel length in feet and Inches and the GVWR (in tons) of the apparatus.

ELECTRIC LOAD

The electrical system shall be monitored by a warning system that provides both an audible and a visual signal to the persons on or near the apparatus of an impending electrical system failure caused by excessive discharge of the battery. This monitor shall meet NFPA 10.3.4

The electrical system shall have a monitoring device on board that meets NFPA 10.3.4.2

The apparatus electrical system shall have a master disconnect that disconnects all electrical loads not provided by chassis manufacturer.

CHASSIS

- 2025 Ford F550 Super Duty Four Wheel Drive
- 84-inch CA
- Extra cab chassis
- Skid plates
- XL Trim package
- 6.7L Diesel Engine
- Engine Block Heater
- Fire Rescue Prep Package
- Automatic Transmission
- Payload Plus Upgrade Package 19,500 GVWR
- Super Single tires and wheels
- Dual Alternator Max Output 397 amp-Diesel Option Only
- Power Windows and Locks
- Chassis Color: Race Red
- AM/FM Stereo/Clock
- Air Conditioning
- Gray Vinyl Seats with Black Vinyl Floor
- Rear view backup camera in rearview mirror
- Tire tools lug wrench and Jack
- Spare tire

CHASSIS OPTIONS

- **Tires and Wheels**

Front and rear tires shall be replaced with a super single Continental or Goodyear 41” tire. Tires shall be weight rated to handle the load of the chassis and equipment. Tires shall all be on/off road style with aggressive type tread. Tires shall be speed rated for 75mph or greater.

Wheels shall be steel type and be weight rated to carry load of chassis and equipment installed. Wheels shall be painted or powder coated **black** in color.

• Chassis Lift

Chassis shall be lifted 4” so the tire and wheel changes shall not contact the front chassis fenders or the flatbed of the truck. Front chassis fenders shall be modified with fender flares to keep dirt and mud from being thrown onto the cab or windshield.

• Rear Receiver Hitch

A Class V 2" receiver tube shall be installed at the rear of the apparatus and attached directly to the frame. The receiver shall have two safety chain attachment points. The receiver tube shall be rated up to 15,000 lbs. gross trailer weight and 1,500 lbs. tongue weight. A seven pin female trailer plug shall be installed near the receiver.

• Tow Hooks

One pair of one inch tow hooks / tow eyes shall be welded to the rear receiver hitch. Ultimate breaking strength is 46,760 lbs. with a working load limit of 15,586 lbs. ea., for rearward towing.

One pair of one inch tow hooks / tow eyes shall be welded to the Brush guard for forward towing. Both the brush guard and rear receiver shall be directly attached to the frame for maximum strength.

• Nerf Bar Steps

Steel Nerf bar running boards shall be mounted to the chassis cab with stainless steel bolts. These shall run the full length of the cab for entry and egress use. Nerf Bars shall be modified for wheel and tire change. Nerf Bars shall be painted Black

• Replacement Bumper

The factory front bumper shall be removed and replaced with a Ranch Hand heavy duty replacement bumper with brush guard and 16,000lb winch plate. The brush guard shall be bolted directly to the frame for maximum strength. The bumper shall have a black powder coat finish. Brush guard shall have tow hooks supplied for forward towing.

• Ground Lights

Lights shall be installed beneath the apparatus in areas where personnel may be expected to climb on and off the apparatus. The lights shall be LED and illuminate area within 30 inches of the apparatus to provide visibility of any obstructions or hazard. These areas shall include the cab doors, running boards, and rear step area. The ground lighting shall be activated when the park or emergency brake is set.

• Custom Center Console

There shall be a custom console installed in the chassis cab between the front bucket seats. The console shall be used for mounting siren controls, emergency lights controls, and other instruments. The top of the console shall be finished with a durable swirl pattern. The top of console shall be hinged for access to the wiring. A master disconnect switch shall be installed on the driver's side at the floorboard. A green LED light shall be mounted on the console to indicate when the switch is in the “ON” position and powering the components.

• Additional leaf spring

An additional leaf spring shall be added to each side of the rear axle to increase front chassis cab clearance.

•Radio/Antenna Install

One (1) customer supplied radio and antenna shall be installed on the apparatus. The radio shall be located in the center console. The console layout drawing shall be approved by the customer prior to installation.

One (1), customer supplied radio, antenna, and coaxial antenna cable shall be shipped to the apparatus manufacturer. The radio shall be connected to a switched 12-volt protected power circuit and the antenna coaxial shall be routed to terminate near the radio and installed as per the customers instructions. The radio power wire shall be connected to power but not connected to radio.

NOTE: Programming, tuning and connection of the antenna to the radio system is the responsibility of the purchaser.

• Body warranty

The body shall carry a Ten-year (10-year) structural warranty from structural defects.

Chassis warranties to be covered by manufacturer.

BRUSH BODY

• 11-foot Aluminum Flatbed with 24-inch Crosswalk

The body shall be constructed entirely of aluminum. The flatbed shall be 96in wide and approximately 132” long. The main frame and cross members shall be made of 6061 aluminum channels. The perimeter of the body shall be made of .125” wall 6063 2x4in tubing. .125” gussets shall be welded on every other cross member and braced at the main frame. The body shall be covered with .1875” aluminum Treadbrite deck

that meets NFPA 15.7.4.1 nonslip design.

There shall be a 24” walkway located between the chassis cab and the flatbed fire body. The walkway shall be of 6063 2” square tubing and braced throughout. The flooring of the crosswalk shall meet NFPA 15.7.4.1 and shall be of a nonslip diamond plate design. The cross walk shall be accessible from each side of apparatus using provided handrails to access areas according to NFPA15.7.1 and 15.7.1.3. There shall be gates provided on outer access areas to prevent firefighters falling from access areas.

There shall be safety and warning signs displayed in the access areas and at the rear of the apparatus, stating “**DO NOT RIDE IN THIS AREA WHILE VEHICLE IS MOVING”** according to NFPA 15.7.5

Steps to crosswalk entrance shall be provided if distance is greater than 24” from the ground to the first step, according to NFPA 15.7.1.1

The headache rack shall have the front sheeted with .125” aluminum Treadbrite and shall have a mounting platform for a light bar. There shall be an opening of approximately the same size as rear window of chassis cab to allow visibility from the cab interior and for protection of cab window.

The intent of the above description is to provide access to the pump controls according to NFPA 15.7.1. **This specification does not fall under chapter 14, section 14.4 (On-Board Pump-and-Roll Fire Fighting Position).** This apparatus does not provide a firefighting position or area to fight fires. There shall not be any gates and there is not a discharge in the crosswalk area. The access area to the crosswalk only provides an entrance and exit to the pump and pump controls from either side of the apparatus.

• Body finish

The body shall be deburred of all sharp edges and all exterior tubes sanded smooth. The body shall be finished to a uniform durable finish.

• Mounted Body

There shall be (6) mounting points bolted to the chassis frame and body, these mounts shall be painted black to match the undercoating. The Aluminum body shall be separated from the steel chassis frame rails by a ¾” rubber separator for flex and to resist galvanic dissolution.

The entire underside of the body shall be coated with a rubberized, undercoating prior to the installation of the body onto the chassis to avoid spraying the product on fuel

lines, cables, or other items that would cause normal maintenance to be hindered.

• Rear Tailboard

The tailboard shall be 8" in depth and 34” wide, with a 1" space between the body and the tailboard. The framework shall be covered with .125" aluminum NFPA approved embossed Treadbrite to provide a slip resistant surface. Steps to tail board shall be provided if distance is greater than 24” from the ground to the first step. NFPA 15.7.1.1

There shall be a sign located on the rear of the apparatus that states “Do not ride in this area while vehicle is in motion”. This sign shall meet NFPA 15.7.5.

• Handrails

Handrails shall be slip resistant. Handrails shall be mounted to the body with stainless steel bolts. The handrails shall be located in the following area(s):

Four (4), vertical handrails shall be mounted, two on each side, at the entrances to the crosswalk. One on the forward side, and one on the rearward side of the entrances NFPA 15.8.1

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• LED D.O.T. marker lights

LED D.O.T. clearance lights and reflectors shall be installed in conformance to the latest Federal DOT
standards.

GRAPHICS PACKAGE

Lettering and logo

There shall be 3” lettering applied to the front cab doors and front fenders. The Lettering shall be 3” gold leaf with a Black Left Shadow. The lettering design shall be approved by the department before application.

There shall be ten (10) 3” White reflective letters on the rear of the water tank.
On the upper rear of the tank straight across shall read COUNTYLINE
There shall be three (3) 6” Letters Centered just below that shall read 907

REFLECTIVE REAR CHEVRON PATTERN

Reflective DOTS shall be installed on at least fifty percent of the rear of the body in an inverted “V” pattern. The color shall be RED and Fluorescent Green

REFLECTIVE STRIPING

There shall be a 4” white reflective stripe from the front bumper to the rear of the cab located low on the cab doors. The 4” stripe shall be on the rub rails of the body on

both sides from the just behind the pump entrances to the rear of the body.

There shall be a 4” stripe located on the front bumper. The stripe shall cover at least 25% of the front width of the truck. NFPA 15.9.3.1

STORAGE

• Underbody Side Compartments

Aluminum tread plate compartments shall be installed on the forward underside of the fire body, one (1) on each side. Each compartment shall have an overall dimension of 24” L x 18” W x 18” D. The compartments shall be water and dust proof. All compartments shall be made to the maximum practical dimensions to provide maximum storage capacity. Compartments shall have bottom hinge door design and have a stainless-steel latching handle. LED strip lights shall be installed in each underbody compartment.

• Top side Tool Compartment

Two aluminum tread plate toolboxes shall be installed on the driver’s and passenger's side of brush truck body between outer edge of flatbed and the tank. Toolboxes shall be 96” L x 23” H x 20” D, with two lift up doors on each compartment. Each top side compartment shall include two (2) vertical strip compartment lights that illuminate with the chassis parking lights.

• Compartment Shelving

Right and left rearward side compartments shall have an adjustable horizontal shelf.

• Streamlight Lite Boxes

Two (2) Streamlight Lite Boxes shall be sent to apparatus manufacturer to be installed on forward wall of Left front top side compartment.

• Preconnect Hose Compartment

An aluminum tread plate hose box shall be installed above the left top side toolbox. The hose box shall be “96 L x 8” H x “20 D with an open end toward the rear of body. The preconnect hose box shall have a hose restraint over the open end of preconnect and a hinged Treadbrite lid with assist type shocks to hold lid open. **No LED strip light shall be in this compartment.** Matting shall be installed in the floor of this preconnect hose box. There shall be Drain holes in this compartment with tubing directing water through lower compartment and out on the ground. There shall be a 1 1/2” NST outlet plumbed into the forward area of this compartment.

• Suction Hose Storage

There shall be suction storage built above the right-side compartment. The compartment shall be approximately 96” L x 8” H x 20” D, and open to the rear of the apparatus. There shall be restraints to keep the suction hoses in place while driving. **No LED strip light in this compartment.**

• Underbody long storage Compartment

This compartment shall be at the rear of the apparatus in the area between the frame rails. The approximate compartment dimensions shall be 6” T x 24” W x 82” D. The access door shall be bottom hinged and have a stainless-steel latch. The compartment shall have a water-resistant rubber seal to shield from water, dirt, and debris.

• Polypropylene Tank

A 500-gallon polypropylene water tank shall be mounted on the bed. The tank shall be mounted on each end with 2” bolt down tabs using grade 8 high sheer strength bolts. The entire tank shall be constructed of polypropylene. The outside of the tank shall be a black matt finish. The tank shall be provided with a fill tower and removable screen. The tank shall have an appropriately sized vent and a 3” overflow. The tank shall have an appropriately sized tank suction to allow full use of the water in the tank. Tank shall have a liquid level sight gauge located at rear of tank. Tank lid shall be Blue in color. Tank shall have a lifetime warranty.

• FRC WLA200-A00 Large water gauge

A Fire Research TankVision model WLA200-A00 tank indicator kit shall be installed. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of aluminum, and have a distinctive blue label. The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty. Gauge shall be mounted on crosswalk pump panel.

• FRC Tank Vision-Water Mini Gauge

Fire Research TankVision model WLA205-A00 miniature tank indicator shall be installed in the cab. The indicator shall show the volume of water in the tank on five

(5) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be manufactured of aluminum and have a distinctive blue label. Gauge shall be mounted on cab console.

PUMP

A Hale Max Stream series, Model HPX200-KBD24 pump shall be installed in **front** of the tank, so the **pump engine is in the cleanest air possible**. The pump engine shall be a heavy-duty Kubota D902, 24.8 HP, 4-cylinder liquid cooled diesel engine. The engine shall comply with EPA tier 4 emissions.

The pump shall be rated at:

420 gpm @ 50 psi
370 gpm @ 60 psi
150 gpm @ 100 psi

• Pump Engine Fuel System

The pump engine shall be connected directly to the chassis fuel tank when common fuel is used. The fuel line shall be connected from the pump engine to an electric fuel pump with a separate siphon tube. ***(NO EXCEPTIONS)***

• Oil-less Primer

A Hale ESP Priming System featuring a positive displacement priming pump and an oil-less rotary vane electric motor driven pump conforming to NFPA-1901 rated performance requirements. The pump body shall be manufactured of heat-treated anodized aluminum for wear and corrosion resistance. The pump shall be capable of producing a minimum of 24 Hg vacuum at 2,000 feet (609.6m) above sea level. The electric motor shall be a 12 VDC totally enclosed unit. The priming pump shall not require lubrication.

The priming pump shall be operated by a single push-pull control valve mounted on the pump operator's panel. The control valve shall be manufactured of bronze construction.

• Dual Pump Controls

Dual pump controls shall be installed at the crosswalk pump panel and in the cab console. There shall be a Tank to Pump switch located on the console so driver can start the pump, open the tank to pump valve and use the front turret without getting out of the cab. This shall allow driver to perform pump and roll operations while inside the cab.

There shall be an indicator located on the cab console that indicates that the

independent driven pump motor is running and states “OK to PUMP and ROLL”. Per NFPA 16.2.2.2

• Pump Oil Drain

An oil drain line shall be plumbed to the pump motor for ease of maintenance.

PLUMBING

• Pump panel

A **custom-built** pump panel shall be above the pump in the crosswalk with stainless steel manifold and plumbing for the following:

REAR TRASH LINE DISCHARGE

There shall be a 1” Akron 8810 style valve for trash line discharge located at the rear of the tank on top of the flatbed.

ELECTRIC TANK TO PUMP VALVE

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There shall be one 3” electric tank to pump valve. Valve shall be controlled from the pump panel and cab console.

AKRON VALVES

The Preconnect discharge shall be an 8820 style Akron 2” inch valve for the 1-1/2” preconnect above the left side compartments. The valve shall be operated from the pump control panel.

The Tank Fill Valve shall be an 8820 style 2” and shall be operated from the pump control panel.

SIDE INLETS

There shall be two (2) 2.5” inlets, one on each side below the flatbed and in front of the rear wheels. Inlet females and plugs shall be easily accessible with spanner wrenches.

CROSSWALK DISCAHRGE

There shall be one (1) discharge located above the pump and terminate with a chrome 1-1/2” NST fitting. An Akron 8820 style 2” valve controlled from pump panel shall be used.

REAR TANK FILL

There shall be a direct tank fill valve located on the rear of the tank. The valve shall be a 2.5” Akron 8825 style valve and be supported from the bed surface to keep vibrations to a minimum. The inlet shall have a 2.5” NST swivel female with a screen and a 2.5” plug w/ Chain

TRASH LINE

There shall be a tray built across the rear of the bed between the toolboxes that shall hold 200’ of 1” nitrile rubber hose and nozzle. The tray shall have a 1” discharge outlet plumbed into the tray. Tray shall have an aluminum lift-up cover to prevent excessive dirt and debris from collecting in tray. The tray shall have drain holes for easy washing and draining of hoses.

FRONT BUMPER MONITOR

A Task Force Tip EF1 RC, Model Y1-E82A electric remote-controlled turret shall be mounted at the front of the apparatus. The turret shall be constructed from hard-coat anodized aluminum with silver powder coat interior and exterior. The turret shall include factory motor control circuits to control rotation, elevation and nozzle pattern and shall have a 2-inch NPT female quick connect line and a 1½ - inch NH outlet. The turret shall have a Y4E-JS-52 joystick style control station mounted in an enclosure box and control, horizontal rotation, vertical elevation, and nozzle stream pattern and have a momentary trigger button that can control the electrically operated water valve by squeezing if desired. The turret shall have the following travel capabilities: full horizontal rotation with travel 185 degrees left and right of center; full 35 degree of vertical travel with field changeable vertical stops at 45 degrees above and 20 degrees below horizontal; field changeable rotation stops shall be provided 90 degrees left and right of center; flow capability of 200 GPM with no more than 25 psi loss; a maximum operating pressure of 200psi.

Turret shall be mounted in the center of the vehicle on the bumper. The turret shall be positioned high enough for the driver to see the turret and where it is pointed.
There shall be two (2) drains on the front turret for freeze protection. One shall be located just above the electric valve, and one shall be located at the lowest point of the plumbing at the bottom of the turret.

EMERGENCY LIGHTING

A Whelen “Legacy” series 54-inch LED light bar shall be installed on the platform on the headache rack. The light bar shall have red emergency lights along with front takedown and alley lights.

A quantity of ten (10) Red Whelen L.E.D. TIR3 1”x 3” perimeter lights shall be

installed on the apparatus. 2 forward facing, 2 rearward facing, 2 on each side of the fire body and, 2 on the grill guard, one on the left side and one on the right side.

SIREN/LIGHTING CONTROLLER

A Whelen 295SLSA6 Single Unit Siren shall be installed and used to control the emergency lighting and siren. The siren comes with 9-Switch Light Control and Standard Switching, with Park Kill & Time Out Relay with 17 Scan-Lock™ Siren Tones

SPEAKER

A 100-watt speaker with bracket shall be installed in the front bumper replacement on the driver side.

SCENE LIGHTING

• Rear flood lighting

2 LED floodlights shall be installed at rear of apparatus.

• Side scene lighting

Two 30” LED Scene lights shall be installed above the side compartments. One on the outer edge and centered front to rear above the left side compartment and one above the right-side compartment center front to rear on the outer edge of compartment. The light shall be controlled by switches located on the cab console.

ELECTRICAL OPTIONS

All electrical equipment installed by the manufacturer shall conform to current automotive electrical system standards and the requirements of the applicable N.F.P.A. Apparatus Standard.

Wiring shall be individually function coded and permanently color coded. The insulation shall meet SAE Standard J1128 in its latest edition for GXL or SXL temperature rating. All exposed wiring shall run in a loom with a minimum 280-degree Fahrenheit rating. All wiring looms shall be properly supported and attached to frame members along the entire run. At any point where wire or looms must pass through metal, rubber grommets shall be installed to protect the wire from abrasion.

Electrical connections shall be made using heat shrink or weatherproof connections. Circuits shall be protected with automatic reset circuit breakers.

All under body wiring shall be ran and secured inside or above the frame rails. **WIRING RUN UNDER THE FRAME RAILS SHALL NOT BE ACCEPTABLE**

KUSSMAUL CHARGING CENTER WITH AUTO EJECT

Battery Charger

A Kussmaul auto charge 1000 automatic battery charger with status center shall be installed and connected to the chassis battery system to maintain the vehicle in a constant state of readiness. The Auto Charge 1000 is a fully automatic battery charger for vehicles with a single battery system. Remote voltage sensing is provided to compensate the charger output for the voltage drop in the charging wires. An Auto Charge 1000 indicator shall be mounted remotely from the charger assembly. The charger system shall receive power from the 120-volt shoreline receptacle.

Auto eject shoreline receptacle

A flush mount Kussmaul model 091-55-15-120 Super Auto Eject 120-volt shoreline receptacle shall be installed on the left side of the apparatus and connected to the charging system. When the vehicle is started, the shoreline shall automatically eject to prevent the vehicle from being driven away with the line connected. The receptacle shall be supplied with a yellow weatherproof cover unless otherwise specified. An industrial grade 120-volt connector designed to function with the auto eject shall be provided. The auto eject shall carry a two-year manufacturer warranty.

BACK UP ALARM

The backup alarm shall be an electronic 97-decibel rated alarm installed at the rear of the vehicle. This alarm shall alert personnel any time the transmission is shifted into reverse.

WHEEL CHOCKS

Wheel chocks shall be supplied by the dealer and mounted for this apparatus that meet the requirements of NFPA 5.7.1

LOOSE EQUIPMENT SUPPLIED BY DEALER

Two (2) Streamlight lite box, One LED SPOT and One LED Flood and 12-volt charger bases.

Two (2) B-BGH Nozzles, 1”

Two (2) 50’ x 1” hydro flow hose

Five (5) lighted cones

Two (2) Safety Vest

Two (2) 3” x 8’ suction hoses

One (1) Barrel Strainer

One (1) Flat head axe

One (1) Spade tip shovel

One (1) Hydrant wrench/spanner combination

One (1) First aid kit

One (1) Tow rope/strap

One (1) Set of wheel chocks

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on Resolution 2024-01 Compliance with the New Mexico Open Meetings Act - Lance A. Pyle**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/03/2024

ATTACHMENTS:

- Res. 2024-01 Open Meetings Act- Option One.pdf
- Res. 2024-01 - Option Two Telephonically.pdf

Curry County Commission

Resolution 2024-01

Compliance with the New Mexico Open Meetings Act

WHEREAS, the Board of County Commissioners of Curry County (hereinafter Commissioners) share the common belief that the democratic idea is best served by a well-informed public; and,

WHEREAS, the Commissioners are of the unanimous opinion that the Commissioners' business should be conducted in full public view, that its actions should be taken openly, and that its deliberations should be subject to public scrutiny; and,

WHEREAS, the New Mexico Open Meetings Act, Sections 10-15-1 through 10- 15-4 NMSA requires the Commissioners to conduct the business of the County, and to form public policy by vote in Public Meetings held only after reasonable notice is given to the public of such meetings, as determined on an annual basis by the Commissioners; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Curry County that:

1. The Commission will hold one meeting for the month of January which will be Thursday, January 11, 2024 at 9:00 a.m. Thereafter, unless otherwise changed by a majority vote of the Commissioners at a public meeting, regular meetings of the Commissioners for the year of 2024 will be held starting at 9:00 a.m. on the second and fourth Tuesday of every month, except when circumstances require other scheduled dates for regular meetings. In the event circumstances require rescheduling of a Regular Meeting of the Board of Curry County Commissioners, notice of such Regular Meeting shall be given not less than five (5) days prior to the meeting.

2. Meeting notices shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting and information on how the public may obtain a copy of such agenda.

3. Except in the case of an emergency, the agenda shall be available to the public at least seventy-two (72) hours prior to the meeting. Except for emergency matters, the Commissioners shall only take action on items appearing on the agenda, this includes matters raised under the item **Public Input for Which No Action Will Be Taken.** Each Commission Agenda shall contain the following language:

   This agenda item is for informational purposes only
   1. Public comments will be limited to three minutes per speaker.

2. *Individuals will be limited to one presentation per meeting, and there will be a maximum of six (6) speakers on each subject.*
3. *To avoid any possible violation of the Open Meetings Act, Commissioners will not respond to comments or answer questions.*
4. *Questions or requests for information **in writing** should be directed to the County Manager during regular business hours.*

4. Special meetings of the Commissioners may be called by the Chairman of the Board or by the County Manager. Notice of any Special Meeting shall be provided to the media and made available to the public on the County's website at least seventy-two (72) hours prior to the meeting.

5. Emergency meetings of the Commissioners may be called by the Chairman of the Board or by the County Manager, after conference with the other. The purpose of the conference is to determine whether or not the subject matter is truly an emergency. Notice of any Emergency Meeting shall be provided to the media at least twenty-four (24) hours prior to the meeting.

   Within ten (10) days of taking any Action on an emergency matter, Curry County shall report to the New Mexico Attorney General's Office on any 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.

6. Informal Work Sessions may be called by the Chairman of the Board or the County Manager. Notice of an Informal Work Session shall be provided to the media at least forty-eight (48) hours prior to the meeting. Informal Work Sessions shall always be open to the public. The Commissioners shall not formulate public policy or take any action by vote at an Informal Work Session.

7. During or after any meeting, the Commissioners may adjourn for the purpose of a meal. During the meal, an informal work session may be conducted. No public policy shall be formulated nor business conducted by vote during the Work Session. The media and public are invited to attend these sessions at their own expense.

8. After any meeting individual commissioners may be required to congregate for the purpose of signing documents during which a quorum may be present. No public policy shall be formulated nor will any business be conducted by vote during this time. The media and public are invited to stay in the meeting room until all commissioners have left.

9. Committee Meetings and similar meetings that do not formulate recommendations that are binding in any legal or practical way on the Commissioners or otherwise establish policy for Curry County, where less than a majority of the Commissioners are present, are not open meetings for which notice will be given.

10. Without intent of limitation, notice to the news media as above-mentioned shall be deemed effective upon a fax, email or facsimile announcement being sent, or a verbal announcement being made to the persons answering the respective telephones at the telephone numbers published for any such newspapers, radio, or television stations with business addresses listed in the yellow pages of the Names and Numbers Directory for Curry County and/or Clovis, New Mexico.

11. The County Manager will be responsible for drafting and delivering all agendas and notices required herein and shall develop a system for safekeeping the proof of service of all notices required by this Resolution. Any telephonic notice shall be noted by a Certificate of the Manager and/or his/her designee that each media organization has been contacted.

12. In addition to the information specified above, all agendas and notices shall include the following statement:

> 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 a hearing or meeting, please contact the Curry County Manager at 575-763-6016 at least one (1) week prior to the meeting or as soon as practical. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Curry County Manager at 575-763-6016 if a summary or other type of accessible format is needed.

13. The Commissioners may close a meeting to the public, or go into an Executive Session at any meeting only if the subject matter of such discussion or action is exempted from the open meeting requirement pursuant to Section 10-15-1 (H) NMSA of the Open Meetings Act.

14. To the extent possible, the Commissioners will include all planned Executive Sessions on the agenda for the meeting in which the Executive Session will be held. The Commissioners reserves the right to go into unscheduled Executive Session regarding items appearing on the agenda if warranted by the circumstances surrounding the agenda item, and/or if otherwise allowed under Section 10-15-1 (H) NMSA**.**

15. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Commissioners taken during the open meeting. The authority for the closure and the subject(s) to be discussed shall be stated with reasonable specificity 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.

16. If the decision to hold a closed meeting is made when the Commissioners are 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 Commissioners and to the general public.

17. Following the 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 to those specified in the motion or notice for closure.

18. Except as provided in Section 10-15-1(H) NMSA of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall only be made by a vote of a majority of the Commissioners in an open Public Meeting.

19. Curry County shall keep written minutes of all its Commission Meetings. The Curry County Clerk shall prepare the minutes and unless special circumstances exist, a draft of said minutes shall be prepared within ten (10) working days after the meeting. All draft minutes shall be presented to the Board of County Commissioners and approved, amended or disapproved at the next meeting where a quorum is present. No minutes shall become official until they are approved by the Board of County Commissioners. Meetings may be taped. The tapings, videos and any and all notes are for clerical and transcription purposes only. All **NON-RECORDS** of said meetings will be destroyed after the official minutes have been approved by the Board of County Commissioners.

20. The minutes of each meeting 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, who made the motion and who seconded the motion and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection.

21. All preceding Resolutions on this subject are, by passage of this Resolution, hereby rescinded.

PASSED, ADOPTED, AND APPROVED this 11th day of January, 2024 by the Board of County Commissioners.

CURRY COUNTY BOARD OF COMMISSIONERS

_____
Robert Thornton, Chairman

_____
Brad Bender, Vice-Chair

_____
Fidel Madrid, Member

_____
Dusty Leatherwood, Member

_____
Seth Martin, Member

_____
Annie Hogland, County Clerk

Approved as to Legal Sufficiency

_____
Daniel J. Macke, County Attorney

Curry County Commission

Resolution 2024-01

Compliance with the New Mexico Open Meetings Act

WHEREAS, the Board of County Commissioners of Curry County (hereinafter Commissioners) share the common belief that the democratic idea is best served by a well-informed public; and,

WHEREAS, the Commissioners are of the unanimous opinion that the Commissioners' business should be conducted in full public view, that its actions should be taken openly, and that its deliberations should be subject to public scrutiny; and,

WHEREAS, the New Mexico Open Meetings Act, Sections 10-15-1 through 10-15-4 NMSA requires the Commissioners to conduct the business of the County, and to form public policy by vote in Public Meetings held only after reasonable notice is given to the public of such meetings, as determined on an annual basis by the Commissioners; and,

WHEREAS, the Commissioners have previously adopted Resolution 2021-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Curry County that:

1. The Commission will hold one meeting for the month of January which will be Thursday, January 11, 2024 at 9:00 a.m. Thereafter, unless otherwise changed by a majority vote of the Commissioners at a public meeting, regular meetings of the Commissioners for the year of2024 will be held starting at 9:00 a.m. on the second and fourth Tuesday of every month, except when circumstances require other scheduled dates for regular meetings. In the event circumstances require rescheduling of a Regular Meeting of the Board of Curry County Commissioners, notice of such Regular Meeting shall be given not less than five (5) days prior to the meeting.

2. Meeting notices shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting and information on how the public may obtain a copy of such agenda.

3. Except in the case of an emergency, the agenda shall be available to the public at least seventy-two (72) hours prior to the meeting. Except for emergency matters, the Commissioners shall only take action on items appearing on the agenda, this includes matters raised under the item **Public Input for Which No Action Will Be Taken**. Each Commission Agenda shall contain the following language:

This agenda item is for informational purposes only

1. *Public comments will be limited to three minutes per speaker.*
2. *Individuals will be limited to one presentation per meeting, and there will be a maximum of six (6) speakers on each subject.*
3. *To avoid any possible violation of the Open Meetings Act, Commissioners will not respond to comments or answer questions.*
4. *Questions or requests for information **in writing** should be directed to the County Manager during regular business hours.*

4. Special meetings of the Commissioners may be called by the Chairman of the Board or by the County Manager. Notice of any Special Meeting shall be provided to the media and made available to the public on the County's website at least seventy-two (72) hours prior to the meeting.

5. Emergency meetings of the Commissioners may be called by the Chairman of the Board or by the County Manager, after conference with the other. The purpose of the conference is to determine whether or not the subject matter is truly an emergency. Notice of any Emergency Meeting shall be provided to the media at least twenty-four (24) hours prior to the meeting.

   Within ten (10) days of taking any Action on an emergency matter, Curry County shall report to the New Mexico Attorney General's Office on any 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.

6. Informal Work Sessions may be called by the Chairman of the Board or the County Manager. Notice of an Informal Work Session shall be provided to the media at least forty-eight (48) hours prior to the meeting. Informal Work Sessions shall always be open to the public. The Commissioners shall not formulate public policy or take any action by vote at an Informal Work Session.

7. During or after any meeting, the Commissioners may adjourn for the purpose of a meal. During the meal, an informal work session may be conducted. No public policy shall be formulated nor business conducted by vote during the Work Session. The media and public are invited to attend these sessions at their own expense.

8. After any meeting individual commissioners may be required to congregate for the purpose of signing documents during which a quorum may be present. No public policy shall be formulated nor will any business be conducted by vote during this time. The media and public are invited to stay in the meeting room until all commissioners have left.

9. Committee Meetings and similar meetings that do not formulate recommendations that are binding in any legal or practical way on the Commissioners or otherwise establish policy for Curry County, where less than a majority of the Commissioners are present, are not open meetings for which

notice will be given.

10. Without intent of limitation, notice to the news media as above-mentioned shall be deemed effective upon a fax, email or facsimile announcement being sent, or a verbal announcement being made to the persons answering the respective telephones at the telephone numbers published for any such newspapers, radio, or television stations with business addresses listed in the yellow pages of Names and Numbers Directory for Curry County and/or Clovis, New Mexico.

11. The County Manager will be responsible for drafting and delivering all agendas and notices required herein and shall develop a system for safekeeping the proof of service of all notices required by this Resolution. Any telephonic notice shall be noted by a Certificate of the Manager and/or his/her designee that each media organization has been contacted.

12. In addition to the information specified above, all agendas and notices shall include the following statement:

> 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 a hearing or meeting, please contact the Curry County Manager at 575-763-6016 at least one (1) week prior to the meeting or as soon as practical. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Curry County Manager at 575-763-6016 if a summary or other type of accessible format is needed.

13. The Commissioners may close a meeting to the public, or go into an Executive Session at any meeting only if the subject matter of such discussion or action is exempted from the open meeting requirement pursuant to Section 10-15-1 (H) NMSA of the Open Meetings Act.

14. To the extent possible, the Commissioners will include all planned Executive Sessions on the agenda for the meeting in which the Executive Session will be held. The Commissioners reserves the right to go into unscheduled Executive Session regarding items appearing on the agenda if warranted by the circumstances surrounding the agenda item, and/or if otherwise allowed under Section 10-15-1 (H) NMSA.

15. If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Commissioners taken during the open meeting. The authority for the closure and the subject(s) to be discussed shall be stated with reasonable specificity 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.

16. If the decision to hold a closed meeting is made when the Commissioners are 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 Commissioners and to the general public.

17. Following the 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 to those specified in the motion or notice for closure.

18. Except as provided in Section 10-15-1(H) NMSA of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall only be made by a vote of a majority of the Commissioners in an open Public Meeting.

19. Commissioner(s) participation at a duly scheduled Public Meeting, by means of a telephone may create confusion, disruption of the meeting, as well as difficulty for other members of the Commission and the public to hear the absent Commissioner(s). In order to fulfill their obligations, Curry County Commissioners are urged to attend duly scheduled Public Meetings in person.

    Unless there is a vote to the contrary by a majority of Curry County Commissioners who are appearing in person at a Public Meeting, an absent Curry County Commissioner will be allowed to participate in the meeting by means of a telephone or other similar communication equipment. If at any time during said Public Meeting, the Commissioner appearing telephonically cannot be identified when speaking or the other Commissioners or members of the public are unable to clearly hear and understand the absent Commissioner, said telephonic attendance may be terminated by vote of the Commissioners present.

    If a Commissioner appearing telephonically needs to be off the phone for any period of time or when he or she leaves the meeting, they must announce on the record that they are leaving the meeting. If they call back into the meeting, each Commissioner so appearing, must once again announce his or her participation telephonically on the record.

    Any Commissioner(s) appearing telephonically will participate in the meeting only when called on by the Chairman. A Commissioner appearing telephonically will be given an opportunity to speak, but only when specifically called on by the Chairman. If a matter is discussed, once the discussion among those Commissioners physically present is concluded, the Chairman will call upon the Commissioner(s) appearing telephonically for input. For purposes of voting, Commissioners who are physically present shall vote first and then the Chairman will call on each Commissioners appearing telephonically for his or her vote.

20. Curry County shall keep written minutes of all its Commission Meetings. The Curry County Clerk shall prepare the minutes and unless special circumstances exist, a draft of said minutes shall be prepared within ten (10) working days after the meeting. All draft minutes shall be presented to the Board of County

Commissioners and approved, amended or disapproved at the next meeting where a quorum is present. No minutes shall become official until they are approved by the Board of County Commissioners. Meetings may be taped. The tapings, videos and any and all notes are for clerical and transcription purposes only. All **NON-RECORDS** of said meetings will be destroyed after the official minutes have been approved by the Board of County Commissioners.

21. The minutes of each meeting 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, who made the motion and who seconded the motion and a record of any decisions and votes taken that show how each member voted. All minutes are open to public inspection.

22. All preceding Resolutions on this subject are, by passage of this Resolution, hereby rescinded.

PASSED, ADOPTED, AND APPROVED this 11th day of January, 2024 by the Board of County Commissioners.

CURRY COUNTY BOARD OF COMMISSIONERS

Robert Thornton, Chairman

Brad Bender Vice Chair

Fidel Madrid, Commissioner

Dusty Leatherwood, Commissioner

Seth Martin, Commissioner

ATTEST:
(SEAL)

_____
Annie Hogland, County Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

_____
Daniel J. Macke, County Attorney

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action of Second Amendment to Memorandum of Agreement of Local Growth Management Committee (LGMC) and Appointment of Two (2) Commissioners to the Armed Forces Support Committee – Lance A. Pyle**

See Attached.

Prepared by Kaitlin Bentley
Last updated on 01/02/2024

ATTACHMENTS:

- Memorandum of agreement - SIGNED COPIES_2006_10_18.pdf
- SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT OF LOCAL GROWTH MANAGEMENT COMMITTEE.docx

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into the 18th day of October, 2006 by and between the City of Portales, City of Clovis, County of Roosevelt and County of Curry.

WHEREAS, Cannon Air Force Base was placed in an enclave status by the Base Realignment and Closure Commission (BRAC); and,

WHEREAS, on June 20, 2006, the Secretary of the Air Force announced that a Special Operations mission has been designated for Cannon Air Force Base; and,

WHEREAS, the new mission at Cannon Air Force Base may result in an expansion of personnel and the need for additional infrastructure in Curry and Roosevelt counties to accommodate anticipated growth; and,

WHEREAS, the parties desire to establish a framework for the creation of a Local Growth Management Organization (LGMO) to advise elected governmental entities regarding growth development and the availability of funding through the office of Economic Adjustment and other potential sources.

NOW THEREFORE, the parties agree to the following terms and conditions for the anticipated future growth created by the designation of the new mission and possible expansion of personnel at Cannon Air Force Base, to wit:

1. The parties shall establish a Local Growth Management Committee (LGMC), consisting of eight (8) members. Each party shall designate two (2) of its elected officials to serve as committee members, with alternates as deemed necessary by each party.

   a. The LGMC shall be responsible for establishing the criteria for individuals who are considered for the appointment to the LGMO, as hereinafter set forth.

   b. The LCMC shall designate a fiscal agent from among the parties.

   c. Six (6) members shall be required to constitute a quorum of the LGMC. A simple majority of all voting members present shall be required for approval of any action item.

   d. The LGMC shall establish and adopt operational/procedural guidelines to govern the LGMO.

e. The LGMC shall establish a budget for its operation. The LGMC shall also approve a budget for the operation of the LGMO, including, but not limited to provisions for staff assistance, and administrative expenses. All budgets must be approved by the partries to this agreement prior to becoming effective. All expenses and expenditures must be approved by the LGMC. Each of the parties hereto agree to pay the following proportions of the budgeted expenditures within one (1) month of invoice by the fiscal agent; to wit:

The City of Portales	Twenty Percent (20%)
The City of Clovis	Fifty Percent (50%)
Roosevelt County	Ten Percent (10%)
Curry County	Twenty Percent (20%)

f. The LGMC shall consider and either approve or deny recommendations of the LGMO.

2. There is hereby created a Local Growth Management Organization (LGMO) having the following central framework:

a. The LGMO shall have eleven (11) members. The LGMC shall develop a list of skill sets desired for individual board members.

b. Three (3) of the positions will be filled by individuals who possess general, business, management and leadership qualities. Two (2) shall be residents of Curry County and one (1) shall be a resident of Roosevelt County. Six (6) of the remaining eight (8) positions shall draw upon special skills, education, training and experience that will collectively contribute to a strong management foundation. Four (4) of the six (6) specialized position members shall be residents of Curry County and two (2) shall be residents of Roosevelt County. Two (2) of the positions will be filled by the Governor of the State of New Mexico for two (2) year terms, except that the initial term of one (1) of the two (2) appointee members shall initially serve for one (1) year.

c. Each party of this Agreement shall nominate candidates for each of the City/County positions on the LGMO. The LGMC shall appoint the LGMO members from the nominated candidates according to the guidelines outlined in this agreement by a majority vote of the entire committee (five (5) votes are required for appointment). Positions on the LGMO shall have a term of two (2) years,

except that the initial terms of one (1) of the three (3) general members and three (3) of the remaining specific skill set members shall initially be for a term of one (1) year. The method of determining the initial terms shall be designated by the LGMC before any appointments are made.

d. All appointments of LGMO board members, and any subsequent replacement must follow the same procedures.

e. The LGMO shall act in an advisory capacity only, subject to the direction and authority of the LGMC.

f. Members of the LGMO shall not be entitled to compensation or per diem for serving on the LGMO.

g. The LGMO will select a chairman and such other offices as deemed necessary.

h. The LGMO shall evaluate possible funding sources and alternatives to be utilized by the communities for the infrastructure and other needs created by the mission change at Cannon Air Force Base.

i. The LGMO shall review and make recommendations for proposed state legislation and joint powers agreements to facilitate growth management and to address growth issues resulting from the new mission at Cannon Air Force Base.

j. The LGMO shall research issues and topics and shall provide recommendations for response to growth and development issues.

k. The LGMO shall establish its own meeting dates, locations, agendas and time tables for addressing the topics or matters delegated for consideration.

l. The LGMO shall report quarterly, or as often as requested, to the LGMC and shall provide written reports that can be shared with the parties to this Agreement.

3. Except as specifically set forth herein, no party shall be deemed to have delegated any budgetary or legislative function to either the LGMC or the LGMO.

4. Any changes, modifications or alternations to the matters addressed by this MOA shall only become effective upon approval by all four (4) parties and shall be incorporated as a written amendment to this MOA.

DONE this 18th day of October, 2006.

CITY OF PORTALES, NEW MEXICO

By: _____

CITY OF CLOVIS, NEW MEXICO

By: _____

ROOSEVELT COUNTY

By: _____

CURRY COUNTY

By: _____

AMENDMENT OF MEMORANDUM OF AGREEMENT

This Amendment of Memorandum of Agreement is entered into the 6th day of December, 2006, by and between the City of Portales, City of Clovis, County of Roosevelt and County of Curry.

WHEREAS, the parties hereto have previously entered into a Memorandum of Agreement establishing a Local Growth Management Committee (LGMC) and a Local Growth Management Organization (LGMO) to address growth management issues resulting from the new mission at Cannon Air Force Base; and,

WHEREAS, the parties desire to amend Paragraph 1C of the Memorandum of Agreement regarding the voting requirements for the LGMC.

NOW, THEREFORE, the parties agree that Paragraph 1C of the Memorandum of Agreement be amended and modified to read as follows:

1C. Six (6) members shall be required to constitute a quorum of the LGMC. Five (5) affirmative votes are required for approval of any action item.

DONE this 6th day of December, 2006.

CITY OF PORTALES, NEW MEXICO

By: _____

CITY OF CLOVIS, NEW MEXICO

By: _____

ROOSEVELT COUNTY

By: _____

CURRY COUNTY

By: _____

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT OF LOCAL GROWTH MANAGEMENT COMMITTEE

This Second Amendment to Memorandum of Agreement is entered into the _____ day of _____, 2024, by and between the City of Portales, City of Clovis, County of Roosevelt and County of Curry.

WHEREAS, behind every mission, base and family there are communities that provide a home to our military; and

WHEREAS, a collaborative relationship is accomplished through information sharing, identification of important resources and opportunities and other forms of civic partnerships; and

WHEREAS, the parties unequivocally support Cannon Air Force Base, and the United States Air Force service members and families stationed at Cannon Air Force Base; and

WHEREAS, the purpose of the Local Growth Management Committee is set forth in the Memorandum of Agreement executed by and between the City of Portales, City of Clovis, Roosevelt County and Curry County, and Amendment to Memorandum of Agreement, copies of which are attached hereto and made a part hereof; and

WHEREAS, the parties desire to assume the work designated to the Local Growth Management Organization (LGMO) by the Local Growth Management Committee in advising the elected governmental entities regarding growth development and the availability of funding through the U.S. Department of Defense Office of Local Defense Community Cooperation and other potential sources; and

WHEREAS, the parties desire to change the name of the Local Growth Management Committee to Armed Forces Support Committee to more adequately reflect the work they are doing in relation to providing community support to Cannon Air Force Base.

NOW, THEREFORE, the parties agree to the following terms and conditions in relation to the economic impact of Cannon Air Force Base in the area, to wit:

1. The parties hereby terminate the Local Growth Management Organization (LGMO) and assume the duties of said Local Growth Management Organization in association with any community growth needs associated with Cannon Air Force Base.
2. The parties hereby change the name of the Local Growth Management Committee to Armed Forces Support Committee and task them with the following duties:

a. Review and make recommendations for proposed state legislation and joint powers agreements to facilitate growth management and address growth issues resulting from any future changes to the mission at Cannon Air Force Base.
b. Seek ways to support the mission of Cannon Air Force Base through their governmental jurisdictions in areas including, but not limited to:
    i. Economic Development and Employment Opportunities
    ii. Education
    iii. Equity and Inclusion
    iv. Health and Social Services (Medical, Mental Health, Family and Childcare Services)
    v. Housing
    vi. Land Use
    vii. Public Safety and Emergency Services
    viii. Quality of Life
    ix. Transportation
c. Participate in the programs of the U.S. Department of Defense Office of Local Defense Community Cooperation related to installation resilience including the Defense Community Infrastructure Program (DCIP).
d. Participate in the Department of Defense P4 Initiative to seek ways to partner with Cannon Air Force Base to improve cost efficiencies, including Intergovernmental Governmental Service Agreements (IGSA).
e. Provide a platform for entities affiliated with Cannon Air Force Base, including the Committee of 50 and Five & Thrive Initiative, Portales Military Affairs Committee, and the New Mexico Military Base Planning Commission to provide updates regarding activities related to support of Cannon Air Force Base.
f. Provide a platform for Cannon Air Force Base to provide reports and submit requests to the parties for support in the areas related to Item 2.b. above.
g. Provide a platform for service members, veterans and their families to submit requests to the parties related to Item 2.b. above.
h. Liaise with the federal delegation in support of Cannon Air Force Base.

3. A technical support committee, consisting of staff administrators from the four (4) governmental entities shall provide technical and administrative support to the Armed Forces Support Committee on an as needed basis. Requests for additional support not available from member organizations shall be submitted by the technical support committee for approval as needed.

DONE this _____ day of _____, 2024.

_____

CURRY COUNTY, NEW MEXICO

_____

ROOSEVELT COUNTY, NEW MEXICO

_____

CITY OF PORTALES, NEW MEXICO

_____

CITY OF CLOVIS, NEW MEXICO

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on Agreement Regarding Surrender Safety Device or Baby Box with Presbyterian Healthcare Services - Lance A. Pyle**

Agreement will be emailed once approved by Presbyterian legal.

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Presbyterian Email.pdf

Lance Pyle

From: Priest, Bill <bpriest@phs.org> on behalf of Priest, Bill
Sent: Thursday, January 4, 2024 4:17 PM
To: Lance Pyle; Knisely, Noah
Cc: Ashley Moran; Kristian Price
Subject: [EXTERNAL SENDER] RE: Baby Box Agreement

Hi Lance
I spoke with our legal team today about this and they are working on it. Will get back with you when they provide feedback – expecting early next week. Thanks
Bill

From: Lance Pyle <lpyle@currycounty.org>
Sent: Wednesday, January 3, 2024 10:53 AM
To: Knisely, Noah <nknisely@phs.org>; Priest, Bill <bpriest@phs.org>
Cc: Ashley Moran <amoran@currycounty.org>; Kristian Price <kprice@currycountynm.gov>
Subject: Baby Box Agreement

WARNING: Stop. Think. Read. This is an external email.

Happy New Year Noah and Bill,

Attached is the Baby Surrender Box Revised Agreement. Will you please review, modify and send back to me? If I can get this back by Friday morning it would be greatly appreciated. I need to provide the funding agency an update regarding the project.

Thanks,
Lance A. Pyle
Curry County Manager
Phone (575) 763-6016
[This email was sent from outside the Presbyterian network. Be cautious about the content of this message, opening any attachments or clicking links. If you are unsure of the legitimacy of this message **Do Not Forward the Email but Report It** by utilizing the Report Phishing button. How to report an email as phishing]
--*- Presbyterian_Healthcare_Services_DISCLAIMER -*-*-* This message originates from Presbyterian Healthcare Services or one of its affiliated organizations. It contains information, which may be confidential or privileged, and is intended only for the individual or entity named above. It is prohibited for anyone else to disclose, copy, distribute or use the contents of this message. All personal messages express views solely of the sender, which are not to be attributed to Presbyterian Healthcare Services or any of its affiliated organizations, and may not be distributed without this disclaimer. If you received this message in error, please notify us immediately at info@phs.org If you would like more information about Presbyterian Healthcare Services please visit our web site http://www.phs.org

Public Services Department

TO: Board of County Commissioners
FROM: Ben Roberts
DATE: January 11, 2024
SUBJECT: **Request Action of Professional Services Contract with Drew Merritt in the Amount of $35,079.68 for a Mural to be Painted on the Mounted Patrol Arena - Seth Martin**

Requesting Approval

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

ATTACHMENTS:

- Drew Meritt Contract for Mural Project.pdf
- Exhibit A -Mural Agreement.pdf

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into this ____ day of January, 2024 by and between Curry County, New Mexico, (hereinafter referred to as the "County"), and Drew Merritt whose address is _____ (hereinafter referred to as the "Contractor"), and collectively referred to herein as the "Parties."

WHEREAS, Curry County requires the services of a professional to design and completion of a mural at the Curry County Fairgrounds, Mounted Patrol Arena, specifically on the west exterior wall, contained within a space of approximately 25 feet by 150 feet (hereinafter, "Mural Project"); and

WHEREAS, Curry County has requested, and Contractor has submitted, a proposal to provide services required for the Mural Project; and

WHEREAS, the County desires to engage the Contractor to render the services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the Parties hereto do mutually agree as follows:

1. Scope of Services.

Contractor shall perform the work on the Mural Project in accordance with the proposal attached and incorporated herein as Exhibit A. The Mural Project shall include three (3) design options, with three (3) additional changes or variations. Additional design changes are at a cost of $500.00 per revision in accordance with Phase One of the Proposal.

Upon selection of the design by the Board of County Commissioners, Contractor shall perform the services set forth in Phase Two of the Proposal, to include the provision of art supplies and execution of the Mural on the west exterior wall of the Mounted Patrol Arena at the Fairgrounds.

Throughout the execution of Phase Two, and if requested by the County, Contractor shall perform the services of Phase Three of the Proposal, which shall include videography, photography and documentation of the Mural Project.

Contractor shall monitor the site where work is to be performed and ensure that all safety policies established by Contractor and all state and federal laws on such projects are properly adhered to at all times. The Mural Project site is an operating public location. Contractor shall maintain accurate and updated inventory control measures to ensure that no tools or materials are left on site after activities are completed and that the grounds are cleaned and used materials removed to the extent possible. Contractor shall ensure that any routes of ingress or egress remain open and unobstructed. The Parties acknowledge and agree that the County and the Contractor will ensure reasonable access to the site of the Mural Project as may be necessary for mutual use and access.

2. Time of Performance. The design services of Phase One of the Proposal shall commence immediately upon approval of this Contract by the Board of County Commissioners and shall be undertaken and completed in such sequence as to assure the expeditious completion of the entire Mural Project.

The execution services of Phase Two of the Proposal shall commence immediately following approval of the design by the Board of County Commissioners and shall be undertaken and completed in such sequence as to assure the expeditious completion of the entire Mural Project.

The media services of Phase Three of the Proposal shall commence at the time of commencement of execution, and otherwise throughout the Mural Project.

The Parties agree and acknowledge that the completion date of the Mural Project shall be no later than June 30, 2024.

3. Compensation and Method of Payment.

A. Compensation. For satisfactory performance of the Services specified in Section I hereof, the County agrees to pay the Contractor up to the amount of thirty-five thousand and seventy-nine dollars and sixty-eight cents ($35,079.68). The Parties agree and acknowledge that certain services contained in the Proposal may not be required of the County. For example, the County may elect not to seek any change or variation in the design options, which may impact the total contract amount.

B. Appropriations. Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon sufficient funding or appropriations by the Board of County Commissioners. If sufficient appropriations and authorizations are not made by the County Commission, this Agreement may be terminated upon written notice given by the County to the Contractor. Such event shall not constitute an event of default. All payment obligations of the County in this Agreement will cease upon the date of termination. The County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

C. Independent Contractor. Neither the Contractor nor its employees, if any, are employees of Curry County. The Contractor is and will always be considered an independent contractor in the performance of the Services described herein. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the County.

4. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

B. All of the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

5. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the County and its officials, agents and employees from and against any and all claims, actions, suits or

proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees.

6. Insurance. The Contractor shall procure and maintain at its expense until final payment by the County for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by his, it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the County a certificate or certificates in form satisfactory to the County showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written notice be given to the County Manager, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the County shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$1,050,000.00	Per Occurrence
$1,050,000.00	Policy Aggregate
$1,000.000.00	Products Liability/Completed Operations
$50,000.00	Fire - Legal
$ 5,000.00	Medical Payment

Said policy of insurance must include coverage for all operations performed for the County by the Contractor, and contractual liability coverage shall specifically insure the bold harmless provisions of this Agreement.

B. Automobile Liability Insurance. An automobile liability policy with liability limits in amounts not less than $1,050,000.00 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. Said policy of insurance must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees, if any, in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the County requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

7. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans with Disabilities Act of 1990, as now enacted or hereafter amended.

8. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules

and regulations (the “ADA”), which are imposed directly on the Contractor or which would be imposed on the County as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the County, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

9. Reports and Information. At such times and in such forms as the County may require, there shall be furnished to the County such statements, records, reports, data and information, as the County may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the County, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the County.

10. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized by the County, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

11. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

12. Compliance with Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

13. Changes. The County may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

14. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the County thereto.

15. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement. the County shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the County, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

16. Termination for Convenience of County. The County may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the County as provided herein, the Contractor will be paid an

amount which bears the same ratio to the total compensation as the Services performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made.

17. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

18. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

19. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of Curry County.

20. **Approval Required.** This Agreement shall not become effective or binding until approved by the Board of County Commissioners.

21. Notification. All notice required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows

TO COUNTY: Curry County
417 Gidding Street, Suite #100
Clovis, NM 88101
Attn: Lance Pyle, County Manager
Phone: 575-763-6016
Fax: 575-763-3656
Email: lpyle@currycounty.org

TO CONTRACTOR: Drew Merritt
Address: _____
Phone: _____
Email: drew@drewmerritt.com

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

CURRY COUNTY	CONTRACTOR: Drew Merritt
By: Lance Pyle	By: Drew Merritt
Title: County Manager	Its: Principal
Date:	Date:

Approved as to form:

_____

Daniel J. Macke, County Attorney

Exhibit A

Drew Merritt
drew@drewmerritt.com

ESTIMATE

Text

DATE: 12/12/23

PROPOSAL
Curry County Fair Grounds Mural

PHASE ONE	DESCRIPTION	UNIT PRICE	TOTAL
Design fee	3 initial design options	1500	1500
	3 additional Changes/variations	0	1500
	Per change after 3 revisions of chosen design	500	1500
Phase two			
Art execution	Artist fee	20,000	21,500
	Materials/supplies	5,000	26,500
Phase three			
Media budget (throughout execution)	Videography/ photography/ documentation/ social (artxix & wiseknave production)	6,000	32,500

SUBTOTAL	32,500
SALES TAX	2,579.68
	0
TOTAL	35,079.68

Administration Department

TO: Board of County Commissioners
FROM: Robert Thornton and Daniel Macke
DATE: January 11, 2024
SUBJECT: **Request Action on First Amendment to Placement Agreement Between Curry County and the United States Air Force to Install and Maintain PFAS/PFOA Monitoring Wells in County Right-of-Ways - Robert Thornton and Daniel Macke**

See attached.

Prepared by Kaitlin Bentley
Last updated on 01/03/2024

ATTACHMENTS:

- 1st Amendment to Placement Agreement - Cannon AFB revised January 2024.pdf
- Corrispondence with Christipher Gierke.pdf
- Cannon Placement Agreement (12Sep23).pdf

FIRST AMENDMENT TO PLACEMENT AGREEMENT

WHEREAS, the Parties have previously entered into a Placement Agreement dated September 12, 2023 for purposes of installing and maintaining monitoring wells;

WHEREAS, the Parties desire to amend that Agreement as follows:

Paragraph 1 of the Placement Agreement is amended to state as follows:

1. The Government will be responsible for assuring submission of the required applications for work, excavating, boring, cross-cut, or other cuts on county roads from the Curry County Road Department Office. A separate application per well site and a traffic control plan will be required for all work in the county right-of-way. The Government, or it subcontractors, shall be responsible for applying for and obtaining any and all permits, licenses, or approvals from all required individuals or entities, including the State of New Mexico, for the purposes of this Agreement, including any permits, licenses or approvals necessary to access the underground water at issue. In addition to the required application for work on county roads or rights of way, the Government, at the time of application, or approval by the Board of County Commissioners for same, shall provide the County with documentation of written approval or consent of the landowner upon whose land the work is proposed to be conducted, along with all approvals to access the groundwater from the State of New Mexico, Office of the State Engineer. If not otherwise required of the laws and regulations related to the subject matter herein, any landowner, upon whose land the proposed work is to be conducted, shall be provided a description of the location and duration of the proposed well placement.

Paragraph 9 of the Agreement is amended to state as follows:

9. When performing work pursuant to this Agreement, the Government shall comply with all applicable federal, state and local laws and ordinances, including that the Government or its subcontractors shall be responsible for applying for and obtaining any and all permits, licenses, or approvals from all required individuals or entities, including the State of New Mexico, for the purposes of this Agreement including any permits, licenses or approvals necessary to access the underground water at issue, provided however, that nothing in this Agreement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. In accordance with paragraph 1 of this Agreement, prior to any approval for Placement of any monitoring well in any County right-of-way, the Government shall provide the County with documentation of written approval or consent of the landowner upon whose land the work is proposed to be conducted, along with all approvals to access the groundwater from the State of New Mexico, Office of the State Engineer. If not otherwise required of the laws and regulations related to the subject matter herein, any landowner, upon whose land the proposed work is to be conducted, shall be provided a description of the location and duration of the proposed well placement.

Neither Party to the Agreement shall be responsible for liability incurred as a result of the other party's acts in connection with this Agreement.

All other provisions of the original Placement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Placement Agreement on the date set forth above.

CURRY COUNTY

By: Lance Pyle, Curry County Manager

Date:

UNITED STATES OF AMERICA

By:

Its:

Date:

Approved as to Form:

Daniel J. Macke, County Attorney

Lance Pyle

From: Lance Pyle
Sent: Wednesday, January 3, 2024 12:34 PM
To: 'GIERKE, CHRISTIPHER N CIV USAF AFCEC 27 SOCES/AFCEC/CZOW'
Cc: 'ROCHE, BARRY D Col USAF AFSOC 27 SOMSG/CC'; Walon Jones; Gordon Beevers; 'Ashley Moran'; 'Daniel Macke'
Subject: PFAS Amendment

Thursday, January 11th at 9:00 a.m.

From: GIERKE, CHRISTIPHER N CIV USAF AFCEC 27 SOCES/AFCEC/CZOW <christipher.gierke@us.af.mil>
Sent: Wednesday, January 3, 2024 12:28 PM
To: Lance Pyle <lpyle@currycounty.org>
Cc: ROCHE, BARRY D Col USAF AFSOC 27 SOMSG/CC <barry.roche@us.af.mil>; Walon Jones <wjones@currycounty.org>; Gordon Beevers <gbeevers@currycounty.org>; Ashley Moran <amoran@currycounty.org>
Subject: [EXTERNAL SENDER] RE: [Non-DoD Source] FW: [EXTERNAL SENDER] PFAS Amendment

I have sent this to our legal team for review. When is the next meeting?

V/R
Christipher N. Gierke, GS-13, DAF
Restoration Project Manager
Air Force Civil Engineer Center
Comm: 575-904-6744 DSN: 640-6744
https://www.cannon.af.mil/Environmental/



From: Lance Pyle <lpyle@currycounty.org>
Sent: Tuesday, January 2, 2024 11:54 AM
To: GIERKE, CHRISTIPHER N CIV USAF AFCEC 27 SOCES/AFCEC/CZOW <christipher.gierke@us.af.mil>
Cc: ROCHE, BARRY D Col USAF AFSOC 27 SOMSG/CC <barry.roche@us.af.mil>; Walon Jones <wjones@currycounty.org>; Gordon Beevers <gbeevers@currycounty.org>; Ashley Moran <amoran@currycounty.org>
Subject: [Non-DoD Source] FW: [EXTERNAL SENDER] PFAS Amendment

Happy New Year Chris,

Please see the attached 1st amendment to the placement agreement. Is Cannon Air Force Base good with the attached?

Thanks,
Lance A. Pyle
Curry County Manager
Phone (575) 763-6016

PLACEMENT AGREEMENT

This PLACEMENT AGREEMENT ("Agreement") is entered into on this 12th of September, 2023 ("Effective Date") by and between the County of Curry, New Mexico (the "County") and the United States of America, acting by and through the Secretary of the Air Force or his or her authorized delegate (the "Government") The Government and the County may also be referred to herein by name or "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the County owns, operates and is responsible for the maintenance and repair of various County roads which include paved roads, chip sealed roads, caliche roads, together with bar ditches within the County, easements and right-of-ways which, for purposes of this Agreement, shall collectively and inclusively, be referred to as the County's "right-of-way" and "right-of-ways" throughout the geographic border of Curry County; and,

WHEREAS, the Government, its employees, agents, authorized representatives, and contractors (each an "Authorized Party" or "Authorized Parties") desires to utilize County right-of-ways to install and maintain monitoring wells and the Parties have entered into this Agreement to set forth and establish the agreed upon terms regarding the same; and,

WHEREAS, the Government is developing plans for the placement of fourteen (14) PFAS/PFOA monitoring wells ("Wells") which require access to the County's road(s) and/or right-of-way(s) and those plans include the placement of wells at the locations described in Exhibits A and B to this Agreement and construction of the wells according to the description and specifications noted in Exhibits C and D to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Government agree as follows:

1. The Government shall be solely responsible for installing and maintaining the Wells.

2. Work on the project above will begin on or about September 12, 2023 and will require approximately sixty (60) days to complete.

3. The Government will be responsible for assuring submission of the required applications for work, excavating, boring, cross-cut, or other cuts on county roads from the Curry County Road Department Office. A separate application per well site and a traffic control plan will be required for any and all work in the county right-of-way.

4. Unless otherwise authorized by the County Road Superintendent in writing, all crossings of caliche and chip sealed roads will be bored and no cutting of the road-bed shall be allowed.

5. The Government agrees to furnish appropriate traffic control/warning devices to protect the traveling public and workmen while it performs work within the public right-of-way. The Government further agrees to locate and protect any and all other existing utilities in the

area of the project if the Government's work directly affects such existing utilities.

6. If the Government work damages or affects the road surface, the Government agrees to return the road surface to the reasonable satisfaction of the County. In the event the Government fails to repair or make said repairs, the Government, if authorized by law, may enter into an appropriate settlement with the County.

7. Following completion of any roadway repair, the Government must contact the Road Superintendent and have the County Road Superintendent or his/her designee to complete an inspection of the road. The inspection must be signed-off by the Road Superintendent or his/her designee in the form acceptable to the Superintendent.

8. The Government shall notify the County Road Superintendent of emergency work undertaken prior to County authorization no later than the next regularly scheduled workday during normal working hours.

9. The Government shall notify the County Road Department no less than one (1) week prior to any construction or work within the County Right-of-Way and upon completion of construction.

10. The County reserves the right to relocate, modify, alter, or reroute County Roadways, and Cannon AFB shall be solely responsible for any and all costs or expenses necessary to relocate or move Cannon AFB's pipes/lines or facilities. When practicable, the County Road Department will provide the Government at least thirty (30) days advance notice before performing road work that will require denying the Government access to the Wells.

11. When performing work pursuant to this Agreement, the Government will comply with all applicable federal, state and County law and ordinances, provided however, that nothing in this Agreement shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity. Neither Party to the Agreement shall be responsible for liability incurred as a result of the other party's acts in connection with the Agreement.

12. If any action of any Authorized Parties in the exercise of this Agreement results in damage to the County's real or personal property, the Government will, at its option, either repair such damage or, if authorized by law, enter into an appropriate settlement with the County. In no event shall such repair or settlement exceed the fair market value of the damaged property at the time immediately preceding such damage. Nothing contained in this Agreement is intended to limit or waive the Government's protections or defenses under the Federal Tort Claims Act, 28 U.S.C. §§ 2671-2680. The provisions of this clause are without prejudice to any rights County may have to make a claim under applicable laws for any other damages than provided herein.

13. The Government agrees to pay the County, upon approval of this Agreement, the sum of $350.00 per each site, payable annually in arrears, which shall be paid to the County again, if this Agreement is renewed, thereafter, on the same day also in arrears of each

succeeding year after each renewal of this Agreement.

14. The term of this Agreement is one (1) year, commencing on September 12, 2023 and ending on September 11, 2024 unless the Agreement is renewed for an additional one (1) year period. This Agreement may be renewed up to nine (9) times, so the combined total term and renewal periods do not exceed ten (10) years. Renewal shall be accomplished within thirty (30) days before the Agreement expires. Renewal may be accomplished electronically, to include by e-mail exchange between the County Road Department and the Government.Upon the expiration or termination of this Agreement, the Government shall be responsible for the removal of all Wells and full restoration of the site to a reasonable degree and to the full satisfaction of the County Road Superintendent or his or her designee.

15. This agreement may be terminated at any time, by either party before the time of expiration specified by thirty (30) days prior written notice to the other party. Upon the expiration or termination of this Agreement, the Government shall be responsible for the removal of all Wells and full restoration of the site to a reasonable degree and to the full satisfaction of the County Road Superintendent or his or her designee.

16. The Government agrees to give notice to the County Road Department not less than forty-eight (48) hours in advance of the initiation of any activity pursuant to this Agreement. This notice shall include a full disclosure of the nature, scope, location and duration of the activity. Any questions or comments by the County Road Department concerning the proposed activity should be addressed to Cannon Restoration Project Manager, Christipher Gierke at christipher.gierke@us.af.mil or 575-904-6744.

17. Government Obligations. Consistent with the Anti-Deficiency Act, 31 U.S.C. §§ 1517, 1541-1542, any payment or expenditure of funds by the Government in connection with this Agreement shall be subject to the availability of appropriated funds and shall not be interpreted as creating an obligation or payment or expenditure of funds in violation of the Anti-Deficiency Act or other applicable law respecting federal funding, including but not limited to any commitment of future funding, payment, or expenditure. Additionally, nothing contained in this Agreement may be considered as implying that Congress would appropriate funds sufficient to meet any funding deficiencies.

18. Notices. Unless otherwise agreed in writing by the Curry County Road Department and the Government, any notice or request given pursuant to this access agreement shall be given by personal delivery or by mailing the same by email or regular surface mail, addressed as follows:

If to the Curry County Road Department:

Name:	Walon Jones
Mailing Address:	1395 SR 209, Clovis, NM 88101
Email Address:	wjones@currycounty.org

If to the Government:

Name:	Christipher N. Gierke, GS-13, DAF
Title and Organization:	Restoration Project Manager/AFCEC
Mailing Address:	506 N. Air Commando Way, Cannon AFB, NM 88103
Email Address:	christipher.gierke@us.af.mil

IN WITNESS WHEREOF The Parties have executed this Agreement on the date set forth above.

CURRY COUNTY

By: Lance Pyle, Curry County Manager

Date: 9/12/2023

UNITED STATES OF AMERICA

By: _____

Benjamin T. Kindt, PE, PMP, DAF

Its: Chief, Operations Division

Air Force Civil Engineer Center

Date: 9/25/2023

Approved as to Form:

Daniel J. Macke, County Attorney

Exhibits

A.

B.

C.

D.

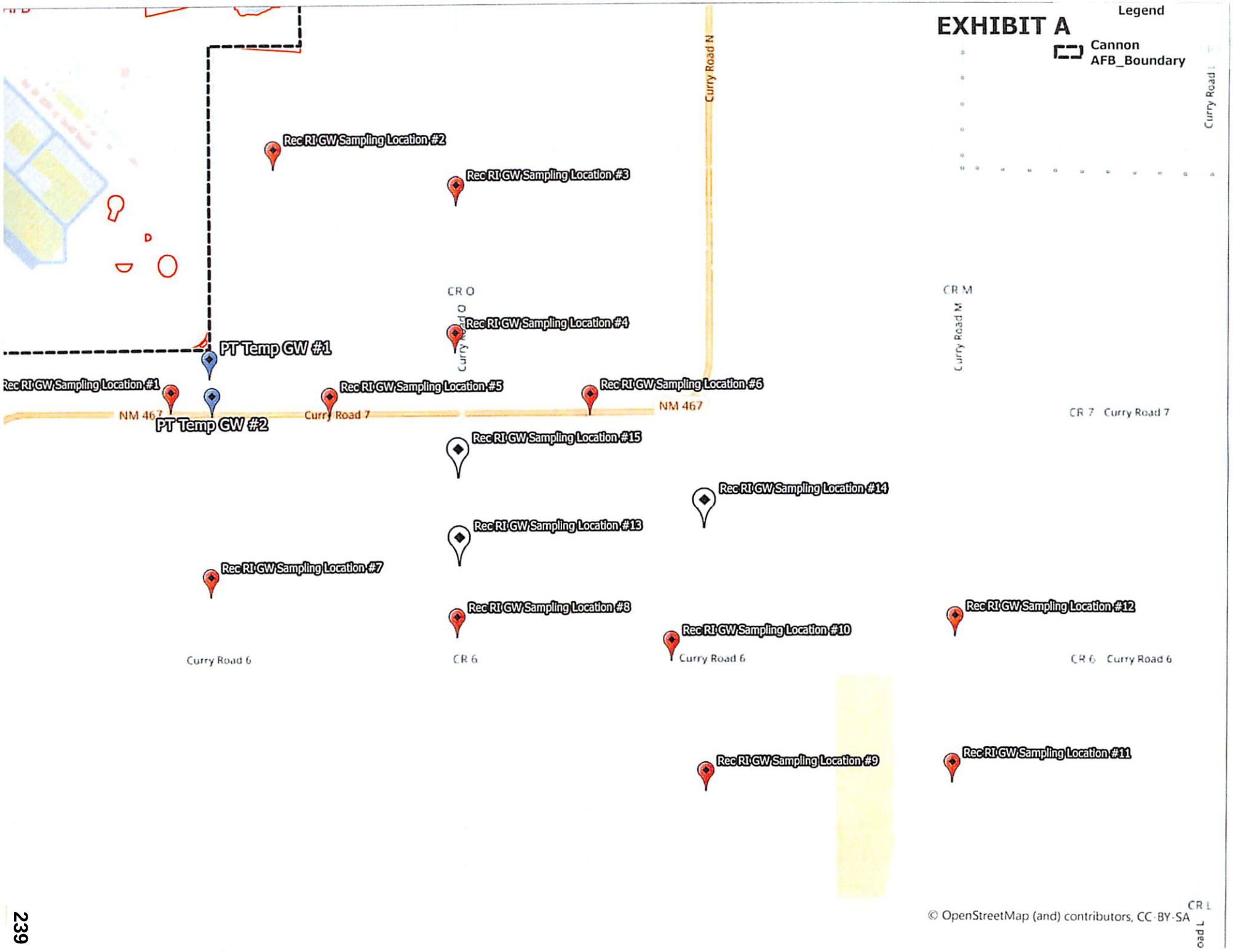
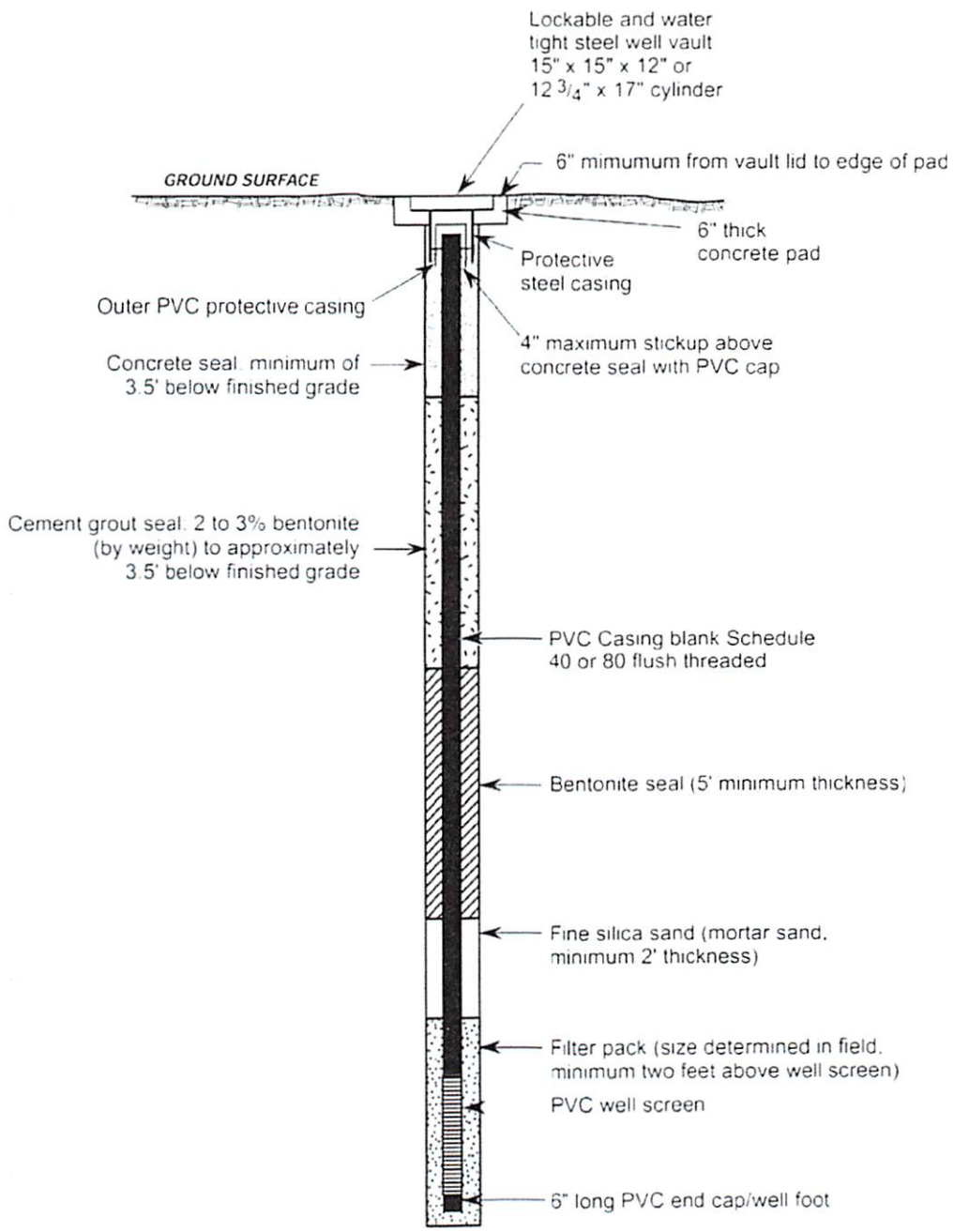

EXHIBIT A
Legend
Cannon AFB_Boundary
Curry Road N
Curry Road L
Rec RI GW Sampling Location #2
Rec RI GW Sampling Location #3
CR O
Curry Road O
Rec RI GW Sampling Location #4
CR M
Curry Road M
PT Temp GW #1
Rec RI GW Sampling Location #1
Rec RI GW Sampling Location #5
Rec RI GW Sampling Location #6
NM 467
Curry Road 7
PT Temp GW #2
CR 7 Curry Road 7
Rec RI GW Sampling Location #15
Rec RI GW Sampling Location #14
Rec RI GW Sampling Location #13
Rec RI GW Sampling Location #7
Rec RI GW Sampling Location #8
Rec RI GW Sampling Location #10
Rec RI GW Sampling Location #12
Curry Road 6
CR 6
Curry Road 6
CR 6 Curry Road 6
Rec RI GW Sampling Location #9
Rec RI GW Sampling Location #11
© OpenStreetMap (and) contributors, CC-BY-SA
CR L
Road L

EXHIBIT B

Name	Latitude	Longitude
Rec RI GW Sampling Location #1 NMDOT ROW	34.361608	-103.305033
Rec RI GW Sampling Location #2 EXHIBIT D	34.375954	-103.297528
Rec RI GW Sampling Location #3 EXHIBIT C	34.373798	-103.284502
Rec RI GW Sampling Location #4 EXHIBIT C	34.365083	-103.284662
Rec RI GW Sampling Location #5 NMDOT ROW	34.361353	-103.293615
Rec RI GW Sampling Location #6 NMDOT ROW	34.36142	-103.27516
Rec RI GW Sampling Location #7 EXHIBIT D	34.350649	-103.302275
Rec RI GW Sampling Location #8 EXHIBIT C	34.348216	-103.284689
Rec RI GW Sampling Location #9 EXHIBIT D	34.339107	-103.267047
Rec RI GW Sampling Location #10 EXHIBIT C	34.346837	-103.269447
Rec RI GW Sampling Location #11 EXHIBIT D	34.339602	-103.249536
Rec RI GW Sampling Location #12 EXHIBIT D	34.348264	-103.24932
Rec RI GW Sampling Location #13 EXHIBIT C	34.352498	-103.28449
Rec RI GW Sampling Location #14 EXHIBIT C	34.354679	-103.267069
Rec RI GW Sampling Location #15 EXHIBIT C	34.357715	-103.284533

EXHIBIT C = Flush Mount

EXHIBIT D = Above Ground with Bollards



NOT TO SCALE

EXAMPLE

FLUSH MOUNT
WELL COMPLETION DETAIL
FOR MONITORING WELLS

FILE

01/2003


EXHIBIT D

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on La Casa Dental Claims for the Month of July 2023 in the Amount of $265.20 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims		3	
	Approved	3	$265.20
	Denied	0	
Dental - July 2023			
	Approved	3	$265.20
Total Amount Billed	$408.00		
65% of Total Amount Billed			**$265.20**

*Total three (3) claims for three (3) patients.

Thank you,

Lance A. Pyle

County Manager

Prepared by Karina Baeza

Last updated on 1/4/2024

APPROVED BY THE CURRY COUNTY INDIGENT HOSPITAL BOARD THIS 11TH DAY OF JANUARY, 2024

_____

CHAIRPERSON

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on La Casa Dental Claims for the Month of August 2023 in the Amount of $1,119.95 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims		
Approved	10	$1,119.95
Denied	0	
Dental - August 2023		
Approved	10	$1,119.95
Total Amount Billed	$1,723.00	
65% of Total Amount Billed		$1,119.95

*Total ten (10) claims for five (5) patients

Thank you,
Lance A. Pyle
County Manager

Prepared by Kaitlin Bentley
Last updated on 01/04/2024

Administration Department

TO: Board of County Commissioners
FROM: Lance A. Pyle
DATE: January 11, 2024
SUBJECT: **Request Action on La Casa Medical Claim for the Month of August 2023 in the Amount of $112.45 - Lance A. Pyle**

La Casa de Buena Salud

Total Claims		
Approved	1	$112.45
Denied	0	
Medical- August 2023		
Approved	1	$112.45
Total Amount Billed	$173.00	
65% of Total Amount Billed		$112.45

*Total one (1) claim for one (1) patient

Thank you,
Lance A. Pyle
County Manager

Prepared by Kaitlin Bentley
Last updated on 01/04/2024