

**LUNA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Linda M. Smrkovsky
Member

Barbara L. Reedy
Chair

John S. Sweetser
Member

**Thursday, July 8th, 2021
10:00 a.m.**

**Agenda
Regular Meeting
Luna County Courthouse**

Meeting ID: meet.google.com/wcm-iczv-vnr To dial in: 1 414-909-4972 PIN: 939 182 389#

1. **Call to Order:** Chair Reedy to commence meeting (At this time, please silence your cell phones and any other electronic devices) Pledge of Allegiance, State Pledge.

2. **Roll Call:**

3. **Minutes:**

- a. Regular Meeting: June 10, 2021
 - b. Special Meeting: June 23, 2021

MOTION AND ROLL CALL VOTE

4. **Service Awards:**

- Lisa Maynes 15 years Treasurer's
(was unable to attend June's meeting for service award)

5. **Presentation:**

- Community Service Plaque- Chris Brice
- 9/11 Event Announcement- Teresa Ortberg-Aguilera
- Restrictive Housing Unit Quarterly Report- Pablo Montoya
- Workforce Innovation Opportunity Act (WIOA) Youth Program- Concha Cordova

6. Elected Officials' Report:

- Assessor
- Clerk
- Treasurer
- Probate Judge
- Sheriff
- Commissioners

7. County Manager's Report:

8. Indigent Claims Report:

- a. Recess as County Commission, Convene as Claims Board

MOTION AND VOTE

- b. Presentation of Claims Report by Joanne Hethcox

- c. Consider Claims dated July 8, 2021 \$0.00

MOTION AND VOTE

- d. Recess as Claims Board, Re-Convene as County Commission

MOTION AND VOTE

9. Call for Ordinance:

- a. Resolution 21-51: Call for Ordinance 106: A Local Economic Development Project for Green Stream Algae LLC d/b/a Green Stream Farms

MOTION AND ROLL CALL VOTE

- b. Resolution 21-52: Call for Ordinance 107: Community Commercial Renewable Energy Projects

MOTION AND ROLL CALL VOTE

- 10. Public Comment:** The Public has the opportunity to provide comments at this time pertaining to items on the agenda only. Please be advised that this is not a question and answer period. Your comments specific to the agenda items will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit and opportunity to speak is given in an effort to allow public input on business matters of the County to move the agenda forward in a prompt yet efficient manner. Comments will not be allowed on individual agenda items as they are discussed by the Commissioners during new business.

11. Public Hearing:

- a. Ordinance 104: Luna County Facility Usage Ordinance

PUBLIC HEARING

MOTION AND ROLL CALL VOTE

- b. Ordinance 105: Approving a Local Economic Development Project for Homegrown Produce, LLC

PUBLIC HEARING

MOTION AND ROLL CALL VOTE

12. Consent Agenda:

- a. Accounts Payable: \$2,115,056.59
- b. Payroll: \$1,114,338.97
- c. Agreement between Luna County and Chamber of Commerce
- d. Agreement between Luna County and Deming Animal Guardians
- e. Agreement between Luna County and Deming Arts Council
- f. Agreement between Luna County and Deming-Luna County Humane Society
- g. Agreement between Luna County and Deming-Luna County Mainstreet Program
- h. Agreement between Luna County and Deming-Luna County Commission on Aging
- i. Agreement between Luna County and Luna County Historical Society
- j. Agreement between Luna County and Luna County Silver Linings
- k. Agreement between Luna County and Play Sharity Foundation
- l. Agreement between Luna County and Rio Mimbres Country Club-Golf Course
- m. Agreement between Luna County and Southwestern NM State Fair Association
- n. Agreement between Luna County and USDA/Aphis
- o. Agreement between Luna County and Cooperative Extension Services -NMSU

13. New Business:

- a. Approval of amendments to Collective Bargaining Unit- AFSCME Local #2061 (LCDC)

MOTION AND ROLL CALL VOTE

- b. Luna County Commission on Aging Board Member Letter of Interest- Patsy Leyba

MOTION AND ROLL CALL VOTE

- c. MSA between Luna County and the Village of Columbus

MOTION AND ROLL CALL VOTE

14. Upcoming Meetings (unless otherwise specified):

Regular Commission Meeting: August 12th, 2021 at 10:00 a.m.

15. Adjourn:

**MINUTES
REGULAR MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Thursday, June 10, 2021**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, June 10, 2021 in the Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board. Due to the Covid-19 Pandemic and the Governor's Orders regarding social distancing, the commission meeting was also conducted via teleconference and webcasting with a minimum in attendance from the public and staff.

The following staff and elected officials were present: County Manager Chris Brice, Assistant to the County Manager Yossie Nieblas, Deputy Clerk Pilar Salcido, Chief Deputy Clerk Leslie Nabours, Assessor Michelle Holguin, Sheriff Kelly Gannaway, Road Department Director David Bailey, Community Development Director Premal Patel, LCDC Compliance/PREA Tyler Massey, Dispatch Director Lauree Sanchez, LCDC Interim Director Pablo Montoya, Economic Development & Community Director Christie Ann Harvey, Budget & Procurement Director Joanne Hethcox and County Attorney Charles Kretek. Other directors and elected officials were present virtually.

CALL TO ORDER: Chair Reedy called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance and the salute to the flag of New Mexico.

ROLL CALL: Deputy Clerk Pilar Salcido called roll. The following members of the Board constituting a quorum were present:

**Barbara L. Reedy, Chair, District 1
Linda M. Smrkovsky, District 2
John S. Sweetser, District 3**

MINUTES: Upon a motion made by Commissioner Smrkovsky and a second by Commissioner Sweetser the Minutes for the Regular Meeting of May 13, 2021, the Work Session of May 17th 2021 and the Special Meeting of May 19, 2021 were unanimously approved.

SERVICE AWARDS: Training Sargent David Townsend presented to Raul Moreno-Felix a five years of service award. Lisa Maynes was not present to receive her fifteen years of service award. Anna Barraza was presented her 20 years of service award by Program Administrator Zalenna Pinon.

RETIREMENT: Interim Director Pablo Montoya presented Lionel Lozano with his 29 years of service retirement award.

PRESENTATION:

- Veteran's Assistance Center: President Cabrini Martinez and Vice-President Richard Orona gave an extensive presentation in support of having a Veteran's Clinic set up in Luna County.

They are willing to donate a piece of land owned by the Veteran's Assistance Center to make this happen. Commissioner Sweetser stated he is in full support as he is a veteran himself, and supports the County in doing whatever they can to help. Chair Reedy stated her father was a POW and he would have been 100 years old this year. She also stated the County does support the veterans and would like to have Ms. Martinez and Mr. Orona speak with County Manager Chris Brice to discuss the options.

- LEDA Presentation for Homegrown Produce LLC: Economic Development & Community Director Christie Ann Harvey presented on the Local Economic Development Ordinance (LEDA) and how it ties to a particular project that the County is involved in. The LEDA project is the enactment and use of LEDA allows the public support of economic development projects to foster, promote, and enhance the efforts of creation of businesses, and opportunities to expand the economic base in our County. A special meeting will be scheduled to discuss this item further, and with more research and information on hand.
- Columbus Land Port of Entry Diversion Berm and Flood Control Project Update by Wilson Company: Eric Hamilton presented in great detail the status update on the Columbus port of entry berm and flood control project.

ELECTED OFFICIALS REPORTS: Assessor Michelle Holguin reported they are busy since the opening of their office to the public. They are currently working on certifying the values to the property tax division. It has been a long process with the State going to an automated system, so it is taking longer than usual. The County Service Specialists are busy processing deeds, change of addresses, affidavits, tax levies, personal property, and livestock. The appraisers are busy working up their protests and reviewing those properties. They will have four appraisers attending IAAO courses this year going towards their certification. Three other appraisers will be going to IAAO courses to keep up their certification. GIS Flood Plain/911 Rural Addressing department has updated the maps for 2021 and will continue to work on the UPC's and their deeds. Ms. Holguin stated they are finalizing the draft SOP policies for their office, and their online services are now available. Her staff is available to help anyone with the online services. Assessor Holguin encourages all to visit their office if anyone has questions.

Sheriff Kelly Gannaway reported on the criminal side for the month of May. No homicides, no rapes, but assault reports were up, burglaries and larcenies are down. We had two vehicle thefts, no arsons, and no robberies for the month. The overall criminal totals are down. The non-criminal paper service is down, accidents are up and no DWI's to report. The total for non-criminals is down as well as the overall grand totals for the month are down. Sheriff Gannaway reported they finally have been able to get their four new deputies put into place. Derrick Lovelace comes over certified, Jacob Moreno, Osvaldo Lopez, and Nicolas Soledad are uncertified, and they are commissioned and getting trained. Deputy Paredes is attending the law enforcement academy in Dona Ana. They are still waiting on their three vehicles to be purchased in August. Sheriff reported the vehicle auction was a success and he believes they sold about \$115,000 for the Sherriff's side. The total sold for the auction was about \$300,000. Sherriff Gannaway thanked Lionel Lozano for his service and wished him well in his retirement. Commissioner Sweetser asked Sherriff Gannaway if the sales from the auction go back into the Sherriff's budget. Sherriff Gannaway responded that he expects to get half of the money

back into the budget to purchase vehicles and the other half goes into the Stonegarden budget which is also used to purchase vehicles. Sherriff Gannaway stated he will definitely be able to purchase more vehicles with this money.

Commissioner Smrkovsky reported that she will be attending an NM Workforce Solution meeting. Part of the things they are looking at is re-organizing the local boards for the Southwest area which consists of two regions, an urban and a rural area. That would split out Dona Ana from the rest of the rural counties. There is a lot of opposition to that because under the new WELA Federal Act. That is one issue our board is dealing with right now. NM Counties will be having their meeting in Roswell on the 16th and the 17th which will be the first sit-down meeting in probably two years.

COUNTY MANAGER'S REPORT: County Manager Chris Brice reported:

- Dispatch: A total of almost 8,000/911 calls were received for the month of May, with 184 warrants, 35 new protection orders.
- LCDC: A total of 322 people were booked. The average daily population was 355 and the Marshalls is 212. A job fair has been scheduled at the Courthouse Park on June 18th from 6:00 p.m. to 8:00 p.m. They continue to work with Veteran's organizations and other places trying to recruit. They are also working with Workforce Solutions. National Night Out is August 3rd where law enforcement gets together with the community, we will be advertising recruitment there as well to get people hired for the detention center.
- Road Department: The County received almost 3,000 tires for the month. The auction was very successful. The County recouped about \$340,000. The County did get the RAID grants that Mr. Bailey talked about in a previous meeting, they received \$203,000 for one and \$60,000 for tire recycling and facility improvement. They have put Majestic View/People's Water Coop and the Keeler Farms on the list for next year's Colonia's project. There is going to be an engineering study scheduled. They also got the \$500,000 Capital Outlay grant. They are still working on the LGRF for the 2020/2021 project which includes Solana, 8th, Hermanas Grade, and La Bajada. The 2021 projects through the LGRF are going to be Solana, Lucca, Skyview, McCan, Sunshine, and 4th Streets. They have two TPF infrastructure support projects. They have applied for a \$5.1 million grant for the Columbus Industrial Park area to pave those roads, create dirt drainage, and make that a more inviting place for businesses and people to move into that area. They are also looking at paving Camino Doce which is \$6.6 million. Wilson is applying for a RAISE grant in the amount of \$12 million for the berm project.
- Budget and Procurement: Mr. Brice and Mrs. Hethcox continue to work on the 2021 budget.
- Human Resources: A dispatcher was hired, one Starmax cook, a person for the Healing House, one of the two Court House Security Officers were hired, and some new deputies. We still have a detention officers, a maintenance, another dispatcher, another person for the Healing House, and one more Court Security needed.
- Starmax: The sales for the month of May were over \$20,000. June 18th is the plan for the drive-in opening, the capacity estimated to be 84 cars. A fee will be charged and the concession stand and bathrooms will be opened inside.

- **Emergency Management:** They are still monitoring the spread of Covid-19. The spread is .83% which is down from 3.03%. The County's population with at least one shot is 63% and 53% fully vaccinated. LCDC just another big vaccination event with 160 inmates who received the Johnson & Johnson vaccine. There is not anything happening at the border concerning us.
- **Safety Management:** Safety Program Coordinator Joann Moorman continues to do RAP and road-ready training.
- **Luna County Volunteer Fire Department:** They responded to three structure fires, seven brush fires, and four-car fires.
- **DWI:** 91 misdemeanor DWI offenders are currently being tracked. The teen court program has three participants, and four arrests were reported to DWI. Some of the DWI grant funding was used to purchase equipment for the State Police and the Sheriff's office.
- **Community Health and Well Being:** The previous Capital Outlay in the amount of \$220,000 is being used to refurbish some of the floorings in the Healing House. They also put in new cabinets in the kitchen, they have a new stove, and the restrooms are getting redone. Casa has 36 kids between Luna and Grant Counties. Parents as Teachers are serving 168 clients in Luna and Hidalgo Counties. They are still doing the food distributions and continue to help the community.
- **IT:** A total of 800 work orders were completed. There were 1,400 plus attacks on our networks.
- **Planning:** Premal and his people are working with the environmental people to assist Columbus with high nitrate levels. They did get approval to move 10-acre feet of water rights to Starmax and at the Detention Center.
- **Maintenance:** They are overseeing the Healing House project and they are monitoring the IT's building over-hall which should be completed in July.
- **Economic Development:** Christie Ann Harvey has a huge entry for her Director's report, they are working on vocational training with Ken Leupold on the possible AWS welding courses. The county sign being placed by Starmax is in the final quote stage.

INDIGENT CLAIMS REPORT: Upon a motion by Commissioner Sweetser and a second by Commissioner Smrkovsky, the meeting of the Board of County Commissioners was unanimously recessed and the meeting of the Indigent Hospital Claims Board convened.

Budget & Procurement Director Joanne Hethcox reported one claim for the month of May. The total expenditures for the month of May were \$707.68. GRT for the month has gone down to \$61,993.94. The balance for the Indigent Claims Fund total is \$2,057,152.68, of that \$257,652.69 is encumbered. One encumbrance which is not showing is an additional \$350,000 which was process after May 31st. Commissioner Smrkovsky asked Ms. Hethcox if the GRT amount received was the similar to last year GRT received for the same month. Ms. Hethcox stated it is close to previous Covid amounts. Commissioner Smrkovsky motioned to approve the Indigent Claims Report as presented. Commissioner Sweetser seconded the motion which carried unanimously.

Commissioner Smrkovsky motioned to recess as a Claims Board and reconvene as a County Commission. Commissioner Sweetser seconded the motion which carried unanimously.

CALL FOR ORDINANCE: Resolution 21-47: Call to adopt Ordinance 104; Building and Facility Usage: County Attorney Chuck Kretek explained this is something that has been in the works for a while. Mr. Kretek stated he is hoping to get input from the Board today. This ordinance intends to codify in one place the usage of the County facilities. The County does not have a uniform application, fees, management, or set of rules for their facilities. In addition, the park is being used with or without authorization all hours of the day and night without any uniformed rules. The City closes its parks at 10:00 p.m. and opens at 8:00 a.m., but the County has no rules or standards for our park. This ordinance is intended to set standards for the use of the County facilities. We are asking the Commission to authorize management to move forward with drafting an ordinance for you to review and then vote on in the next meeting. Commissioner Smrkovsky motioned to approve Resolution 21-47: Call to adopt Ordinance 104; Building and Facility Usage. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.

PUBLIC COMMENT: Chair Reedy opened the floor to public comment. Albert Morgan went before the board in support of the veteran's assistance center and veteran's clinic in Luna County.

Susan Schifner went before the board to announce that her husband has passed away over the weekend, and that his last years alive were miserable. She continues to ask the board to look into this issue and to help her resolve her problem.

Collette Chandler went before the board to thank the County for all they do to help their residents.

Jack Harmon went before the board to state that the Florida Mountains were used as a bombing and testing range during WWII. This area has never been cleared by the government and feels that if the County approves any digging in the Florida Mountains the County becomes liable.

Interim Director for Deming Mainstreet Chelsea Evans went before the board to give an update on Mainstreet events.

CONSENT AGENDA: Upon a motion from Commissioner Smrkovsky, and a second by Commissioner Sweetser the Consent Agenda was approved unanimously following a roll call vote.

- a. Accounts Payable: \$736,335.36
- b. Payroll: \$1,071,440.57
- c. Oath of Office and Appointment of Deputy Sheriff Nicholas Soledad
- d. Oath of Office and Appointment of Deputy Sheriff Derick Lovelace
- e. Oath of Office and Appointment of Deputy sheriff Osvaldo Lopez
- f. Oath of Office and Appointment of Deputy Sheriff Jacob Moreno

OLD BUSINESS:

- a. **Extraterritorial Zoning Authority:** Mr. Kretek explained that he received letters of interest from seven individuals interested in the ETZ Commission. This authority would consist of the three-county board members and two city council appointees. The commission is charged with administering and interpreting variances. The County Board will appoint five individuals, the first four individuals should reside outside of the City but within the ETZ. Commissioner Smrkovsky motioned to appoint Colette Chandler as the fifth appointee for a two-year appointment. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote. Commissioner Smrkovsky

motioned to appoint Cal Wenzel and Justin Franzoy for the three-year appointment. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote. Commissioner Smrkovsky motioned to approve Valerie Tyler and Jerry Zachek for the two-year appointments. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.

NEW BUSINESS:

- a. **Resolution 21-38: Budget Increases:** Budget and Procurement Director Joanne Hethcox explained the proposed budget increases. Commissioner Sweetser motioned to approve Resolution 21-38 Budget Increases. The motion was seconded by Commissioner Smrkovsky and approved unanimously following a roll call vote.
- b. **Resolution 21-39: Budget Transfers:** Budget and Procurement Director Joanne Hethcox explained these are line item budget transfers intra-departmental. Commissioner Sweetser motioned to approve Resolution 21-39: Budget Transfers: The motion was seconded by Commissioner Smrkovsky and carried unanimously following a roll call vote.
- c. **Fiscal Year 21-22 Budget Discussion.** Commissioner Smrkovsky had questions on the budget and asked that she be able to see the items that were on the sheet that was added to the budget. She did not just want to see the sheet in the front as she had not received a copy of it. Ms. Hethcox said she would e-mail to Commissioner Smrkovsky an additional copy of the preliminary budget. Commissioner Smrkovsky asked to get the final copy of the preliminary budget. Commissioner Sweetser asked if the assistant manager position was discussed with an \$80,000 salary tied to it. County Manager Chris Brice clarified it was a funded position for an assistant county manager. Commissioner Sweetser stated he was under the impression that there would be more discussion if this position was needed or not. He also stated that if we do not need it we should not do it. Commissioner Sweetser stated he would like to move to remove that position. Chair Reedy asked how this change would affect the budget. Ms. Hethcox explained that the preliminary budget has already been submitted but that change can be done before submitting the final budget. Chair Reedy stated that including this item in a special meeting for discussion is more appropriate than discussing now. Commissioner Smrkovsky motioned to table the Fiscal Year 2021-2022 Budget Discussion. The motion was seconded by Commissioner Sweetser and carried unanimously following a roll call vote.
- d. **Resolution 21-40: Authorize the Budget Procurement Department to Make Necessary Intra Department Budget Adjustments to Clean up Line Items before End of Fiscal Year:** Commissioner Smrkovsky motioned to approve Resolution 21-40 Authorize the Budget Procurement Department to Make Necessary Intra Department Budget Adjustments to Clean up Line Items before End of Fiscal Year. The motion was seconded by Commissioner Sweetser and carried unanimously following a roll call vote.
- e. **Resolution 21-41: Disposition of Personal Property:** County Manager Chris Brice explained Hidalgo County is wanting to trade their shuttle for a regular 15 passenger van from us. Commissioner Smrkovsky motioned to approve Resolution 21-41 Disposition of Personal Property. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.

- f. **Resolution 21-42: Banning and Restricting the Use or Sale of Certain Fireworks:** Commissioner Smrkovsky motioned to approve Resolution 21-42 Banning and Restricting the Use or Sale of Certain Fireworks. The motion was seconded by Commissioner Sweetser and carried unanimously following a roll call vote.
- g. **Resolution 21-43: Designation of Polling Places for 2022 and 2023:** Commissioner Smrkovsky motioned to approve Resolution 21-43: Designation of Polling Places for 2022 and 2023. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.
- h. **Resolution 21-44: Camino Doce Transportation Project, Luna County:** County Manager Chris Brice explained we must have resolutions in support of the fund request. Commissioner Smrkovsky motioned to approve Resolution 21-44 Camino Doce Transportation Project, Luna County. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.
- i. **Resolution 21-45: Columbus International Gateway Project, Luna County:** County Manager Chris Brice stated this is also a resolution in support of fund request. Commissioner Smrkovsky motioned to approve Resolution 21-45 Columbus International Gateway Project, Luna County. Commissioner Smrkovsky motioned to approve Resolution 21-45 Columbus International Gateway Project, Luna County. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.
- j. **Resolution 21-46: Appointment of Board of Registration:** Commissioner Sweetser motioned to approve Resolution 21-46 Appointment of Board of Registration. Commissioner Smrkovsky seconded the motion which carried unanimously following a roll call vote.
- k. **Proclamation 21-05: Supporting Repaying the Rural Borderland Act:** County Manager Chris Brice explained, Representative Harrell's office emailed the Board of County Commission requesting support of repaying the Rural Borderland Act. Commissioner Smrkovsky motioned to approve Proclamation 21-05 Supporting Repaying the Rural Borderland Act. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.
- l. **Proclamation 21-06: Supporting Enhanced Security on the Border:** Commissioner Sweetser motioned to approve Proclamation 21-06 Supporting Enhanced Security on the Border. Commissioner Smrkovsky seconded the motion which carried unanimously following a roll call vote.
- m. **NM Feeding CO Exemption from Special Tax Assessment:** Commissioner Smrkovsky motioned to approve NM Feeding CO Exemption from Special Tax Assessment. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.

UPCOMING MEETING: Chair Reedy announced the following upcoming meetings.

Regular Commission Meeting: July 8th, 2021 at 10:00 a.m.

Special Meeting: June 23, 2021 at 1:00 p.m.

JAIL SITE INSPECTION: County Manager Chris Brice, Chair Reedy, Commissioner Smrkovsky and Commissioner Sweetser met at the Luna County Detention Center for the jail inspection. The meeting was adjourned after the jail inspection.

ADJOURN: The meeting was adjourned by Chair Reedy at 2:14 p.m.

ATTEST:

**LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS**

BERENDA MCWRIGHT, LUNA COUNTY CLERK

CHAIR BARBARA L. REEDY, DISTRICT 1

APPROVED: _____

LINDA M. SMRKOVSKY, DISTRICT 2

JOHN S. SWEETSER, DISTRICT 3

**MINUTES
SPECIAL MEETING
LUNA COUNTY BOARD OF COUNTY
COMMISSIONERS
Wednesday, June 23, 2021**

BE IT REMEMBERED that the Luna County Board of County Commissioners met in Special Session at 10:00 a.m. on Wednesday, June 23, 2021 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: County Manager Chris Brice, Deputy Clerk Pilar Salcido, Road Department Director David Bailey, Economic Development & Community Director Christy Ann Harvey, IT Assistant Debra Seats, and Budget and Procurement Director Joanne Hethcox.

CALL TO ORDER: Chair Reedy called the meeting to order at 1:01 p.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

ROLL CALL: Deputy Clerk Pilar Salcido called roll. The following members of the Board constituting a quorum were present:

**Barbara L. Reedy, Chair District 1
Linda M. Smrkovsky, District 2
John S. Sweetser, District 3**

PUBLIC COMMENT: Chair Reedy opened the floor for public comment.

City of Deming Mayor Benny Jasso expressed his support regarding the request for LEDA funding for Homegrown Produce, LLC project and the County's LEDA Funding Act Ordinance 105. Mr. Jasso stated this project will be getting back the business we are losing to Hatch and other areas that have farmers markets since losing the Diaz Farms. Mr. Jasso stated it will be good to establish that business again and keep it going in this area. The Viramontes family has been farming in this area for decades they are engrained in this community. Mr. Jasso stated they have put together some numbers and offered to share them with the Board. The City Council unanimously voted for this project as they believe in it.

Member of Homegrown Produce, LLC Jamie Viramontes explained that her husband is a third-generation farmer in the community. Ms. Viramontes stated she has been in the community for ten years, she loves the community and the county. She also stated she loves that their base root is in agriculture and that is something that has always been a passion of hers growing up. The fact of the matter is that the farmers and ranchers in this area continue to struggle each year and because of that, they need to start thinking outside the box. They are competing constantly with foreign trade as products are being brought in. They are also

being impacted by minimum wage increases, labor, and the struggles of trying to find labor on their farm. These are only a few of the things they face each season and it is continuing to become more of an issue and a struggle for them. The Homegrown Market idea was from strategic planning and analyzing by thinking outside the box. What they can do that will help support their community, help support the agriculture industry, and what will help the county and the city. This project will bring steady employment for those seeking employment and it provides another outlet for the producers to be able to provide to Homegrown Produce their products. Ms. Viramontes stated it will bring people into the community to purchase their products. They have already looked into accepting EBT payments. They have also been working with NM Farmer's Market Association, and are planning to join the double box program. Because people are purchasing local New Mexico grown products they will get double the product for the same price they would pay for products in the big box stores. They are trying to make sure this is benefitting everyone involved, not just themselves, not just the farmers, the ranchers but also those who are consumers and those who would be enticed to tour Deming. She understands the concerns and is here to address those concerns today.

Border Patrol Agent Joel Reyes who is in charge of this area gave an update on the situation on the border in our county and the El Paso sector. Mr. Reyes has 22 years of experience in the Border Patrol, was previously the First Line Supervisor in Deming. Luna County is the majority of their responsibilities. The Deming station is accounted for 88 border miles which is the southern part, halfway down to the Boot Heel, to a few miles past the county line headed towards El Paso. They account for about 15,000 apprehensions this fiscal year to date. They do this with about 280 Border Patrol Agents assigned to this station. The majority of the agents commute from Las Cruces and El Paso to Deming, about 20% of the agents reside in the City of Deming. The Deming station is one of 11 stations of the El Paso sector, the El Paso sector is the responsible for the entire State of New Mexico and West Texas, and is the fourth busiest sector in the Nation, accounting for 191,000 apprehensions fiscal year to date. We do not have the issues that you would see in El Paso with the releases. Mr. Reyes stated he would say 90% of the population captured are expelled immediately back to Mexico. The Deming average for apprehensions is about 500 to 600 every week, about 100 to 150 a day. Throughout the area of responsibility, the majority of the traffic seems to be coming in from the Boot Heel area and is seen between Deming and Santa Teresa then either heading north on 26 or 180 towards Albuquerque or west towards Phoenix. Commissioner Sweetser asked if a checklist is completed before they can apprehend someone. Mr. Reyes said there are not any constraints concerning whom they take into custody. He did state there are limitations now on whom they can prosecute. He explained that every administration has their priorities concerning whom can be prosecuted but it has been consistent throughout the different administrations that if you cross the border illegally you are subject to expulsion, removal, or return. Commissioner Sweetser stated that a couple of years ago Luna County had a rush of asylum seekers. He asked Mr. Reyes if he foresees that happening in Luna County again. Mr. Reyes explained that they at one time were not able to release people into the community, and then all of a sudden there was a sudden flood, then they were given authority to do so. It put a strain on things because no one was planning for that to have happened. Mr. Reyes stated their plan does not include releasing people in Luna County. He does not foresee a flood of people crossing in this area that would otherwise turn

themselves in freely at the Port of Entry or in El Paso. The expectation in Deming is an increase in the Mexican population who do not traditionally request asylum or are immediately expelled. Mr. Reyes explained they have a contract with Immigration Customs Enforcement (ICE) to transport people if needed. They did not have that contract in place in 2018 and were not able to move people out of Deming as quickly as they wanted.

NEW BUSINESS:

- a. Resolution 21-48: Luna County Arterial Projects (CAP) Project:** Road Department Director David Bailey explained this project would be milling 10" base compact on Solana Road from the intersection of Lucca. The project is being constructed this year using last year's application which is going to go from McCan Road, across HWY 11 to 8th Street. This application will be for the rest of the way from 8th Street and Lucca to Hermanas, which finishes the Solana Loop. The standard arterial project is to continue construction for major truck routes, agriculture routes, and heavy traffic areas, including drainage and shoulder improvements to control the water flow across the roads. Commissioner Smrkovsky motioned to approve Resolution 21-48: Luna County Arterial Projects (CAP) Project. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.
- b. Resolution 21-49: Luna County Cooperative Agreement Projects (SP) Project:** Mr. Bailey explained this project will be the Coop special project portion of the LGRF, the smaller one of the three, which finishes the loop. In the past, we did Sunshine Road and Monte Vista Road from Hwy 11 through Hermanas. This will close the gap from Hwy 11 to McCan on Sunshine which is only two miles. Those two miles will close the loop over to the dirt road portion of the unmaintained paved road. It will also include the small portion of 4th Street which will be from San Luis before the railroad tracks over the tracks to the detention center and over around to the back of the building for service routes. In general, as time has progressed throughout the County the roads get narrower and narrower because of mesquite growth and brush. Anytime we do the road construction to either do chip seal or a pavement we are always going to try to do the grubbing and clearing of the shoulders to take them back to their normal conditions. The Counties standard is to have two-lane roads 24 feet in width with 34 feet shoulders. Ideally, the way Sunshine and McCan was built the shoulders were nicely downgraded for drainage and they used old millings to create that downgrade. They used recycled millings to create beautiful shoulders to allow the runoff. That will always be the intent for any chip seal or pavement but millings are not cheap to come by, and if we do not have millings we will do it with chip seal or through clearing and grubbing. Commissioner Sweetser motioned to approve Resolution 21-49: Luna County Cooperative Agreement Projects (SP) Project. Commissioner Smrkovsky seconded the motion which carried unanimously following a roll call vote.
- c. Resolution 21-50: Luna County School Bus Routes (SB) Project:** Mr. Bailey explained this is very similar to the previous resolutions whereas they are adding additional milling. They are going to take up the road and reclaim the existing road

before they put down the new road whereas a normal chip seal without milling would be to add additional layers to an existing chip. This would be milling like the first one for the arterial project where they will mill the 10" existing chip and redo the base and compact before they put down the chips. A small caveat is if you have McCan Road and you come down J Street from the production plant, the first half mile or so is City. The County starts at the last little farm structure before Solana and goes the rest of the way on McCan. This will only cover the point of the division of the City/County line which about a quarter-mile north of that last farm and it is about 6.5 to 7 miles down to Sunshine. Mr. Bailey stated he is going to see if they have some kind of an agreement with the City to do the whole thing which makes sense, but if not, they will do their part. This will take you from McCan 6.5 miles south with the milling reclaiming the road down to Sunshine Road. It will also include Skyview near 418 which some work has already been done. Commissioner Smrkovsky motioned to approve Resolution 21-50: Luna County School Bus Routes (SB) Project. Commissioner Sweetser seconded the motion which carried unanimously following a roll call vote.

County Manager Chris Brice commented that he has talked to City Manager Aaron Sera quite a bit regarding the 4th Street project. This road is one of the roads that is split between City and County going toward the detention center. We release a lot of people from the detention center that walk back into town on this road. This street does not have any sidewalks nor are there any street lights, the roads are in horrible condition so we are looking at a joint project with the city to get sidewalks and lights on the entire length of 4th Street. The intent is to get that road to be safer for people including detention center employees who have to drive on it daily. Mr. Brice also stated he went out to look at Sunshine Road and Monte Vista Road when they widened those roads. Mr. Bailey said they ended up clearing the grub on the sides as their right away is essentially 30 feet, 15 feet in each direction. A lot of residents have built ornate driveways from the County roads up to their houses. The residents have to be careful because of the County's right of way. The road department tries to help as much as they can to not destroy the driveways.

- d. Amended Resolution 21-03: Notice of Fees:** County Manager Chris Brice explained they are trying to consolidate all fees. They had fees in multiple ordinances many of them had not been updated for many years. That is why the Board passed the initial resolution to consolidate fees into one resolution. Amending the Notice of Fees resolution is going to be a routine thing for the next few months, we did do a call for fees but not all departments responded until it had already been approved. Mr. Brice is certain there will be two or three more amendments before it is finalized. Then every January the Board will approve one for setting the fees for that year. Chair Reedy commented she noticed there were very few increases in the fees and what was increased was very reasonable. Mr. Brice stated they even took a lot of fees out of some of the ordinances as they were no longer made any sense to have them. It should also be a lot easier for the public to understand. Commissioner Smrkovsky motioned to approve Amended Resolution 21-03: Notice of Fees. Commissioner Sweetser seconded the motion which carried following a roll call vote.

- e. **LEDA Request for Homegrown Produce, LLC:** County Manager Chris Brice stated they discussed this at the last meeting and they have put a lot of time and effort in this request between Christie Ann Harvey, himself, and County Attorney Charles Kretek. This request is completely legal, it has been done in 83 other entities within the State of New Mexico already. They have put the process in place for it and Homegrown Produce meets all the requirements. Mr. Brice has provided the Board with a comprehensive plan, this exact project is listed in their comprehensive plan to grow the community and feels it is needed. One of the things the Attorney brought up in the investigation is that you can dedicate the return GRT from Homegrown Produce sales. The State will split that out and they can put that money back into a fund that will then generate monies for the next LEDA project, this will then replenish the LEDA fund. Chair Reedy asked if they have any other sources to fund the LEDA plan. Mr. Brice stated they have discussed different things, like designating a small percentage of all GRT that comes back and that is not restricted up to a cap decided by the Board for the year. He also stated they currently tax the citizens on bonds for the detention center, bonds for the district court, and bonds for Starmax. He stated they have a tremendous amount of money sitting in those bonds that really should be put back into the community. He said they are starting to do that but this is a pittance compared to what we have sitting in those bonds more than required payments. These bonds are free to be used as the County desires. A notice of ordinance has already been posted, the board has a call for ordinance today ready to go. County Attorney Charles Kretek explained that in 1999 the ordinance was passed and then in 2014 they added arts and culture to the ordinance. Mr. Kretek further explained the Constitution provision changed in 1994, he believes, then you had the implementation of the LEDA Act itself which also passed at that time for the State. Then the County Ordinance passed in 1998 which is Ordinance 39. They did Deming Mobile Homes first which was Ordinance 40. They amended LEDA several times but the big amendment was in 2013 which added the Local Economic Development component where either the County can fund the project or the State can. The County then passed Ordinance 86, a month later. Ordinance 88 was passed which was Preferred Foods. This year an amendment was made in respect to the retail business which is exactly what Homegrown Produce falls under to allow Counties to do the same thing Cities do. Commissioner Smrkovsky clarified that the funds for Solitaire and Produce all came from the State and now we are looking to fund from the Counties coffers. Mr. Kretek agreed. Commissioner Smrkovsky stated that she spoke with John Clark Economic Development Attorney who she worked with when the Google project was done. Mr. Clark stated that they are doing the right thing with the LEDA project but have to make sure that they have a local Ordinance that addresses what the County is going to provide to the community if it is not covered in a current Ordinance. Mr. Kretek said this project is covered in the Ordinance. He further explained the Ordinance recited the Local Economic Development Act and it can be funded in a variety of ways. It can be funded through 1/8 added on the taxes which was authorized but was never implemented. You can fund it under the Statute with up to 10% of the general fund, which this year is going to be \$12 million. The other provision that Mr. Brice mentioned was the gross tax receipts that result from this

project or property tax increases. Her stated we can segregate and put 50% back into the LEDA fund and then we also have the pending gross receipt tax settlement which we do not know the amount yet, but it is going to be a significant amount. The County has the authority and the discretion of the Commission to spend that money. Mr. Kretek stated, "This project absolutely allows the County to do this and the Statute allows the County to do it without having to go to legislative approval". It is ultimately the Boards decision to vote on this project. Commissioner Sweetser motioned to approve LEDA Request for Homegrown Produce LLC. Commissioner Smrkovsky seconded the motion which carried following a roll call vote.

ADJOURN: Upon a motion by Chair Reedy the meeting was adjourned at 1:47.

ATTEST:

**LUNA COUNTY BOARD OF
COUNTY COMMISSIONERS**

Berenda McWright, Luna County Clerk

Chair Barbara L. Reedy, District 1

Approved: _____

Linda M. Smrkovsky, District 2

John S. Sweetser, District 3



Pablo Montoya
Interim Director
Luna County Detention Center
1700 E 4th ST
Deming, NM 88030
Phone: (575) 543-6701
Fax: (575) 544-7272

July 1, 2021

From: Pablo Montoya, Interim Director

To: Luna County Board of County Commissioners

Subj: RHU Quarterly report IAW HB 364 (New Mexico's Restricted Housing

This report is being submitted in accordance with HB 364, New Mexico Restricted Housing Act reporting requirements. During the period of April 01, 2021 thru June 30, 2021. The Luna County Detention Center had 1 detainee who met the reporting requirements under this act.

1. A 60-year -old white male. The detainee was being monitored by medical personnel on a daily basis. It was requested by medical personnel that detainee be kept in a medical cell in order to observe and or prevent any further injuries.

A copy of this report will be submitted electronically to the legislative council service library IAW HB 364.

Indigent Hospital Claims Office

Chris A. Brice, County Manager

IHC Board Meeting July 8, 2021

Month	Number	Amount	Number	Denied
January	0	\$0.00	0	\$0.00
Feburary	7	\$21,048.89	0	\$0.00
March	2	\$782.93		\$0.00
April	2	\$1,036.36		\$0.00
May	1	\$707.68		\$0.00
June	0	\$0.00		\$0.00
July		\$0.00		\$0.00
August		\$0.00		\$0.00
September		\$0.00		\$0.00
October		\$0.00		\$0.00
November		\$0.00		\$0.00
December		\$0.00		\$0.00
Total	12	\$23,575.86	0	\$0.00
This Month's Total	Mimbres Memorial Hospital			\$0.00
This Month's Total	Gila Regional Medical Center			\$0.00
This Month's Total	Memorial Medical Center			\$0.00
This Month's Total	Deming Fire Dept./EMS			\$0.00
This Month's Total	All Other Services			\$0.00
Total				\$0.00
Year to Date Total	Mimbres Memorial Hospital			\$22,606.86
Year to Date Total	All Other Hospitals			\$0.00
Year to Date Total	Deming Fire Dept./EMS			\$0.00
Year to Date Total	All Other Services			\$969.00
Total				\$23,575.86
Care of Prisoners This Month - Not including SNCP Funds				\$334,725.12
Care of Prisoners Year to Date Indigent - Not including SNCP Funds				\$654,831.00
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$29,147.72
Care of Prisoners Year to Date Dr. Bills				\$0.00
Total Cost of Care of Prisoners Year to Date				\$683,978.72
Monies Received - June 2021				\$57,824.92
Balance in IHC Fund as of June 30, 2021				\$1,838,391.45
Encumbrances as of June 30, 2021				\$273,578.34
		Date	Amount Approved	
	Signatures	7/8/2021	\$0.00	\$0.00
Barbara L. Reedy				
Linda M. Smrkovsky				
John S. Sweetser				

Be it remembered that at the Special Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 8th day of July 2021, the following proceedings were had and entered of record.

RESOLUTION 21-51

CALL TO ADOPT ORDINANCE 106

WHEREAS, pursuant to Section 4-37-1, NMSA 1978, grants Counties, through the Board of County Commissioners the power to make, publish and repeal ordinances;

WHEREAS, Section 4-37-7, NMSA 1978, Ordinances governs the proposal of ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners hereby give notice of its intent to consider the adoption of Ordinance 106; An Ordinance Approving A Local Economic Development Project for Green Stream Algae LLC d/b/a Green Stream Farms , at the Regular Meeting on August 12, 2021, at 10:00 a.m. or as soon thereafter as the matter may be heard in the Luna County Courthouse, 700 S. Silver Ave., Deming, New Mexico.

BE IT FURTHER RESOLVED that the Luna County Manager is authorized to take all necessary action necessary to properly place the issue of the adoption of Ordinance 106 before the Board of County Commissioners, including but not limited to, the publication of title and a general summary of the proposed adoptions and making a copy of the proposed available to interested persons beginning with the date of publication, but no later than two weeks prior to the August 12, 2021 meeting.

DONE THIS 8th DAY OF JULY, 2021

by the Board of County Commissioners of Luna County

ATTEST:

Barbara L. Reedy, Chairperson
Commissioner, District 1

Berenda McWright,
County Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Linda M. Smrkovsky,
Commissioner, District 2

Charles C. Krettek, County Attorney

John S. Sweetser,
Commissioner, District 3

Be it remembered that at the Special Meeting of the Board of County Commissioners of Luna County in Deming New Mexico, on the 8th day of July 2021, the following proceedings were had and entered of record.

RESOLUTION 21-52

CALL TO ADOPT ORDINANCE 107

WHEREAS, pursuant to Section 4-37-1, NMSA 1978, grants Counties, through the Board of County Commissioners the power to make, publish and repeal ordinances;

WHEREAS, Section 4-37-7, NMSA 1978, Ordinances governs the proposal of ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners hereby give notice of its intent to consider the adoption of Ordinance 107; Community and Commercial Renewable Energy Projects, at the Regular Meeting on August 12, 2021, at 10:00 a.m. or as soon thereafter as the matter may be heard in the Luna County Courthouse, 700 S. Silver Ave., Deming, New Mexico.

BE IT FURTHER RESOLVED that the Luna County Manager is authorized to take all necessary action necessary to properly place the issue of the adoption of Ordinance 107 before the Board of County Commissioners, including but not limited to, the publication of title and a general summary of the proposed adoptions and making a copy of the proposed available to interested persons beginning with the date of publication, but no later than two weeks prior to the August 12, 2021 meeting.

DONE THIS 8th DAY OF JULY, 2021

by the Board of County Commissioners of Luna County

ATTEST:

Barbara L. Reedy, Chairperson
Commissioner, District 1

Berenda McWright,
County Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

Linda M. Smrkovsky,
Commissioner, District 2

Charles C. Kretek, County Attorney

John S. Sweetser,
Commissioner, District 3

LUNA COUNTY, NEW MEXICO

ORDINANCE 104

LUNA COUNTY FACILITY USAGE ORDINANCE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY:

SECTION 1.0 PURPOSE.

1.1 The purpose of the Luna County Facility Usage Ordinance is to address non-governmental and public utilization and scheduling of space owned by the citizens of Luna County which are controlled and operated by the Board of County Commissioners of Luna County ("BOCC").

1.2 Certain Luna County Spaces designated by the BOCC as available for public use may be used by members of the public or organizations as provided by this rule and other applicable public safety rules.

1.3 Luna County is a political subdivision of the State of New Mexico formed for the purpose of governing the territory and inhabitants therein and public usage of Luna County Space is subordinate to that purpose and all costs related to public usage of Luna County Space shall be paid by the user.

SECTION 2.0 POLICY

2.1 **APPLICABILITY.** This Ordinance does not apply to the County, its elected officials, employees, agents or contractors.

2.2 Users who have separate agreements, such as leases, for County facilities shall be permitted to operate under said agreements notwithstanding any provision in the Ordinance to the contrary.

2.3 **FEES.** Usage fees shall be established separately by the BOCC and shall be calculated to cover the County's costs associated with the public use of the facility as well as appropriate security or cleaning deposits.

SECTION 3.0 CONFLICTS.

3.1 In the event of conflict with other Luna County Ordinances or Resolutions, the provisions of this Luna County Facility Usage Ordinance shall supersede other previously enacted ordinances and resolutions unless otherwise stated herein.

SECTION 4.0 DEFINITIONS.

4.1 "Application Fee" refers to the non-refundable fee set by the BOCC that must be submitted along with the Facility Use Application for consideration and approval of a Public and/or Non-governmental use of Space.

4.2 "Facility Use Application" refers to the document that must be completed and submitted, along with the Application Fee, requesting permission and scheduling the use of Space.

4.3 "Indemnity Cost" refers to any additional costs incurred by Luna County to insure against or obtain indemnification by Users, when necessary.

4.4 "Liability Cost" refers to the cost of obtaining insurance coverage to cover approved Users and their use of Space incurred by the BOCC and which is paid by the User.

4.5 "Non-Governmental Usage" refers to the use of space by anyone for a purpose not related to the governance of Luna County, as determined by the BOCC, but does not include

exclusive rental or lease agreements between the BOCC and any third-party.

4.6 “Public Event” refers to any planned, organized, promoted or encouraged gathering or activity for a specific purpose held on, in or at Luna County Space by any User or persons or entities not affiliated with the BOCC.

4.7 “Public Space” or “Luna County Public Space” refers to a specific type of Space owned, operated or controlled by the BOCC and generally open for public use, such as Courthouse Park and the Luna County Skate Park.

4.8 “Public Usage” refers to use of Space by members of the public, external entities and other usage not by Luna County, it’s elected officials, employees and agents, but does not include exclusive rental or lease agreements between the BOCC and any third-party.

4.9 “Public Use Permit” refers to a permit issued by or on behalf of the BOCC for the exclusive use of Luna County Space for a specified date and time.

4.10 “Refundable Deposit” refers the to amount paid by an approved User to ensure compliance with applicable terms and conditions of use, including post-use cleaning and which is subject to forfeiture for material non-compliance with and term or condition of use.

4.11 “Site Fee” refers to the cost assessed and paid in advance by an approved User of Space.

4.12 “Space” or “Luna County Space” refers to areas, both inside and out, property, buildings and structures owned, operated or controlled by the BOCC.

4.13 “TULIP” refers to Tenant Users Liability Insurance Coverage offered by Luna County’s insurer to Users covering their usage of Space.

4.14 “Usage Fee” refers to all fees assessed for the approved use of Space and may include an Application Fee, Site Fee, Refundable Deposit, Liability Cost and Indemnification Cost.

4.15 “User” refers to the person or entity approved for use of Space.

SECTION 5.0 LUNA COUNTY SPACES DESIGNATED FOR PUBLIC AND NON-GOVERNMENTAL USAGE

Subject to use by Luna County for governance purposes and BOCC approved governmental uses, the following Space is designated for Public Usage and Non-Governmental Usage:

5.1 Mimbres Valley Special Events Center with or without kitchen access

5.2 Luna County Courthouse Park

5.2.1 Pavilion

5.2.2 Gazebo

5.2.3 Outdoor Restrooms

5.2.4 Duck Downs (SE park area)

5.3 Old Train Depot (Starmax)

5.4 MVLC Columbus

5.5 Courthouse Office Space

5.6 Park Plaza Office Space

5.7 VFD – Substations

5.7.1 Florida Mountain

5.7.2 Sunshine

5.7.3 Cooke’s Peak

5.8 Luna County Skate Park

SECTION 6.0 PERMITTING PROCESS

6.1 Public Use Permits may vary greatly from facility to facility and will be issued by the Luna County Community Development and Planning Department Monday through Friday during regular business hours.

6.2 In order to obtain a Public Use Permit, Users must first complete and submit a Facility Use Application along with any fees and supporting documentation. The Application is available from the Luna County Community Development and Planning Office or online at the Luna County website.

6.3 Public Use Permits are issued on a first come/first served basis but are subject to priority County use and will be issued no later than 2 working days after receipt of a complete Public Use Application.

6.4 Prior to issuance of the Public Use Permit the User will be required to perform a walk-through of the facility to be used and an inventory and damage notice signed by the User upon completion.

SECTION 7.0 TERMS AND CONDITIONS

7.1 No Space or Luna County property may be used for any Public Event or exclusive use without advance issuance of a Public Use Permit by or on behalf of the BOCC.

7.2 All usage of Space must comply with applicable laws, rules, regulations, ordinances and standards, including all those imposed by the BOCC, and must be permitted as required by any agency or entity with jurisdiction.

7.3 Users, as identified on the Public Use Application, will be responsible for any damage to County facilities, equipment or property occurring during the use of the facility.

7.4 Public Events or other large-scale events on, in or at Luna County Space will be subject to additional requirements, as determined by the BOCC or their designee, which may include security personnel, liability insurance, dram shop liability coverage, set-up fees, cleaning fees, trash/disposal services and other considerations for the protection of public health, safety and welfare while on County property and for the protection of County personnel and property.

7.5 Public Events will require security measures, as dictated by the BOCC, which may include law enforcement presence, private security personnel, controlled access, secure or restricted areas.

7.6 Public Usage may also require additional measures, such as waste disposal, parking plan/arrangements.

7.7 BASIC CRITERIA

7.7.1 Alcohol Sales: In addition to compliance with all applicable statutes, regulations and the rules of the New Mexico Alcohol and Gaming Commission, Public Events where licensed alcohol service or sales are allowed will require controlled access to each alcohol sales/dispensing locations, and designated security personnel at each sales/dispensing location and each access point.

7.7.2 Public Events in excess of 50 persons: Public Events that may be attended by 50 or more persons, based on venue size, ticketing or reservations, will require the presence of at least one security officer.

7.7.3 Public Events in excess of 100 persons: Public Events that may be attended by 100 or more persons, based on venue size, ticketing or reservations, may require fenced enclosures for outdoor events, security guard manned access control/entry points, pre-entry screening, bag searches, medical personnel, traffic control and parking lot patrol.

7.8 ADDITIONAL RELEVANT FACTORS:

7.8.1 Venue location and proximity to sensitive locations, such as residences, schools, churches, daycares, etc.

7.8.2 Venue amenities in use, such as kitchen, restrooms, multiple rooms, etc.

7.8.3 Number and location of access points to the venue.

7.8.4 Ticketed admission, open to the public admission and reserved seating.

7.8.5 Time of day/night of the Public Event.

7.8.6 Length of Public Event.

7.8.7 Presence of food or beverages, whether sold, served or allowed in.

7.8.8 Set-up and take-down time necessary.

7.8.9 Presence of unattended minors or children.

7.8.10 Necessity for traffic control and parking management.

7.8.11 Affiliated or related events such as a parade, carnival, race or rally.

7.8.12 Anticipated presence of dangerous materials or weapons as part of the event, such as firearms, cannons, explosives, fireworks, hazardous chemicals and livestock or other animals.

7.9 INSURANCE. Insurance shall be generally required for all facility Users and alcohol dispensers but may be waived on a case-by-case basis based on a determination that potential risks do not warrant requiring insurance.

SECTION 8.0 PROHIBITIONS ON USES

8.1 Luna County Public Spaces, namely Courthouse Park and Duck Downs and the Luna County Skate Park are closed from 10:30 p.m. until 6:00 a.m. daily and, absent a Public Use Permit issued pursuant to this Ordinance, it shall be illegal (trespassing) for any person to enter or remain in these properties during closed hours.

8.2 No Space, including but not limited to Courthouse Park, may be used as a residence, a shelter, for camping, overnight parking or other occupancy at any time and water, electricity, trash receptacles and other amenities are provided for Users during permit hours and general public use during regular County business hours.

8.3 Loitering is also prohibited.

8.4 All refuse must be placed in trash receptacles or packed out, including animal feces.

8.5 Use of Luna County Spaces without a Public Use Permit is non-exclusive and on a first come, first serve basis. Except for Public Use Permit holders or Users, no person or entity may claim or assert exclusive use or possession of any Luna County Space and any attempt to exclude others from use or enjoyment of any Luna County Space, except with a valid Public Use Permit, will be deemed a violation of this Ordinance and results in the automatic revocation of the right or privilege to be on, in or at that Luna County Space for a period of twenty-four (24) hours and subjects such violators to prosecution for trespass.

8.6 Disorderly conduct, inappropriate behavior, illegal conduct, abuse of the facility or damage to property may result in the immediate termination of the Public Use Permit and the activity or event occurring thereunder, without refund and with loss of any deposits.

8.7 The BOCC or their designee, namely the County Manager and his/her staff, have the unilateral discretion regarding interpretation and enforcement of the terms and conditions of Public Use Permits and in the violation of this Ordinance and propriety or necessity of terminating a Public Use Permit and the activity or event occurring thereunder.

8.8 County buildings and facilities are not generally available for commercial purposes to avoid unfairly undercutting existing private businesses in Luna County. However, commercial use may be permitted when such use is limited in duration and provides sufficient community benefit. Examples of such allowable commercial use are the Deming Duck Races, Salsa Fest, Klobase Barbeque.

8.9 Golf, archery and shooting are not allowed at County facilities.

8.10 Pets must be under the physical control of the person bringing the pet into the park and aggressive or menacing pets must be immediately removed from the County facility.

8.11 Tobacco, cannabis, unlicensed liquor and illegal or illicit drugs are prohibited at County facilities.

8.12 All persons present at any Public Event or other activity at a County facility must be

appropriately attired at all times.

APPROVED AND ADOPTED THIS 8th DAY OF JULY, 2021.

**BOARD OF COUNTY COMMISSIONERS
LUNA COUNTY, STATE OF NEW MEXICO**

ATTEST:

**Barbara L. Reedy, Chair
Commissioner, District 1**

**Berenda McWright,
County Clerk**

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

LUNA COUNTY, NEW MEXICO

ORDINANCE 105

AN ORDINANCE APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT FOR HOME GROWN PRODUCE, LLC

WHEREAS, the County of Luna (County) acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the State of New Mexico;

WHEREAS, Article IX, Section 14, Subsection D, of the New Mexico Constitution permits counties to use public resources to create new job opportunities in support of new or expanding businesses;

WHEREAS, the Local Economic Development Act (LEDA), Sections 5-10-1 through 17, NMSA 1978, is the implementing legislation required by the aforementioned Article IX, Section 9;

WHEREAS, in December 2012 the county updated the Luna County Comprehensive Plan that includes an economic development component provision and subsequently passed a new Local Economic Development Plan in Ordinance No. 86 on April 10, 2014, as required by Section 5-10-6, NMSA 1978;

WHEREAS, the County has considered an application from Home Grown Market, LLC, submitted through Deming Luna County Economic Development to the City of Deming and County of Luna as a joint project seeking appropriations of \$150,000 each from the City of Deming and the County to go toward the Company's acquisition and construction of a building, equipment, tangible personal property and other infrastructure necessary to open and operate a retail business offering for sale locally sourced agricultural products, primarily from Luna County and secondarily from other areas of New Mexico;

WHEREAS, copies of documents relevant to the project have been submitted to the City Administrator for the City of Deming and the County Manager for Luna County and are available for public inspection.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY:

The project is approved for the purposes set forth in the Local Economic Development Act in an amount not to exceed \$150,000 in public money for reimbursable expenses, land, buildings or infrastructure.

THE BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY FINDS THAT:

1. The Company is a "Qualifying Entity" as defined in Section 5-10-3(K)(2), NMSA 1978;
2. The Company is required to and will provide a substantive contribution to the project as required by Section 5-10-10(B), NMSA 1978 in the form of money paid toward construction, property, expanded tax base and a service and facility for the expansion of the local economy;
3. The proposed PPA conforms to the requirements of Section 5-10-10(E), NMSA 1978,

- and Ordinance 86; and
4. The benefits of the proposed project to Luna County are the potential for “new full-time economic base jobs”, as defined in Section 5-10-3(I), NMSA 1978, the addition of a new “retail business” as defined by Section 5-10-3(M), NMSA 1978, and expansion of the tax base by the continued operation of the business and are in excess of the cost of County assistance provided to the Company.

BE IT FURTHER ORDAINED, that the County Manager, or his designee, is hereby authorized and directed to do all things necessary to implement this ordinance, including negotiation and execution of an appropriate Project Participation Agreement, as required by law and in substantially the same form as executed by the City of Deming and the Company and are incorporated herein by reference, the creation of a separate Project Revenue Fund, subject to an annual independent audit.

APPROVED AND ADOPTED THIS 8th DAY OF JULY 2021.

**BOARD OF COUNTY COMMISSIONERS
LUNA COUNTY, STATE OF NEW MEXICO**

ATTEST:

**Barbara L. Reedy, Chair
Commissioner, District 1**

**Berenda McWright,
County Clerk**

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

LCBCC Meeting July 1, 2021
Accounts Payable

6/03/2021	\$728,704.39
6/03/2021	\$1,933.79
6/10/2021	\$7,846.68
6/10/2021	\$62,019.94
6/17/2021	\$16,432.80
6/17/2021	\$564,983.17
6/25/2021	\$481,254.98
6/25/2021	\$12,950.23
6/29/2021	\$25,602.91
6/30/2021	\$834.24

P-Cards

May 2021

\$212,493.46

Total \$2,115,056.59

Luna County
Board of County Commissioners

AGENDA 07/8/2021

PAYROLL

06/04/2021	Register # 20210032	\$ 511,650.54
06/04/2021	*Register # 20210033	\$ 33,182.36
06/18/2021	Register # 20210034	\$ 517,008.94
06/18/2021	*Register # 20210035	\$ 52,497.13

Total \$ 1,114,338.97

* Special Assignment Pay

**AGREEMENT BETWEEN
LUNA COUNTY AND
DEMING/LUNA COUNTY CHAMBER OF COMMERCE**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Chamber of Commerce (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the CONTRACTOR create, maintain, and enhance a community environment that encourages and supports community economic development within Luna County; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the CONTRACTOR is willing to continue the operation of the Chamber of Commerce in Luna County, with assistance, in order to help conduct same.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. That the CONTRACTOR agrees to conduct a Chamber of Commerce that enhances a community environment that encourages and supports dynamic business activity while fostering community pride and spirit.
2. That the BOCC agree to appropriate the sum of \$3,500.00 (three thousand five hundred dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of conducting said Chamber of Commerce. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:
 - A. The number of businesses utilizing the Chamber of Commerce within the previous quarter.
 - B. A brief narrative description of quarterly activities and how funding is distributed within your facility.

i. Quarterly reports and invoices will be due on the following day

1. October 15
2. January 15
3. April 15
4. During the fourth quarter the invoice will be due June 15 and the report July 15.

ii. Quarterly reports and invoices should be submitted to the Manager's Office.

3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
5. That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of DEMING/ LUNA COUNTY CHAMBER OF COMMERCE.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING/LUNA COUNTY CHAMBER OF COMMERCE

By _____
President

**AGREEMENT BETWEEN
LUNA COUNTY AND
DEMING ANIMAL GUARDIANS**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming Animal Guardians (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has facilitated a program in Luna County, New Mexico, for the purpose of reducing the suffering and overpopulation of companion animals, primarily by providing discount coupons for the spaying and neutering of dogs and cats owned by low income residents; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, County residents meeting federal income guidelines are eligible to receive coupons for said services; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of providing such services; and

WHEREAS, the BOCC feel that they have neither the time nor staff to offer such services; and

WHEREAS, the CONTRACTOR is willing to undertake the responsibility of said service provision in Luna County, but is in need of funding assistance in order to help conduct same.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to provide coupons to low income residents of Luna County, eligible as per federal income guidelines, to be used to spay or neuter their companion animals.
2. The BOCC agree to appropriate the sum of \$20,000.00 (twenty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of facilitating said program. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses directly related to spay/neuter procedures for dogs and cats and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The

parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of residents requesting assistance and the number of animals spayed or neutered during the previous quarter.
 - B. A brief narrative description of quarterly activities and how funding is distributed within your facility.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
 - 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
 - 5. That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
 - 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
 - 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.

8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of Deming Animal Guardians

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING ANIMAL GUARDIANS

By _____
President

**AGREEMENT BETWEEN
LUNA COUNTY AND
DEMING ART COUNCIL**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming Art Council (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Deming Art Center in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, County residents and visitors, including members and non-members of the Deming Art Center, patronize the facility on a regular basis; and

WHEREAS, the Deming Art Center is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public art center; and

WHEREAS, the CONTRACTOR has experience in the operation of the Deming Art Center in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said art center in Luna County, but is in need of funding assistance in order to help conduct same.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to operate said art center, which is available for use with no admission fee to all residents and visitors of Luna County.
2. That the BOCC agree to appropriate the sum of \$3,000.00 (three thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said Art Center. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and

objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of visitors patronizing the art center, designated as resident or non-resident, during the previous quarter.
 - B. The number of youths patronizing the art center during the previous quarter.
 - C. The number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
 - D. A brief narrative description of quarterly activities and how funding is distributed within your facility.
 - i. Quarterly reports and invoices will be due on the following dates:
 - b. October 15
 - c. January 15
 - d. April 15
 - e. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
 - 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
 - 5. That the parties hereto are independent agencies and will not be deemed to be partners, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.

6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of DEMING ART COUNCIL.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING ART COUNCIL

By _____
President

**AGREEMENT BETWEEN
LUNA COUNTY AND
DEMING/LUNA COUNTY HUMANE SOCIETY**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Humane Society (SOCIETY), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC has enacted an ordinance to provide for regulation, control, and vaccination against rabies of all domesticated dogs and cats residing within the boundaries of the county; and

WHEREAS, the SOCIETY operates a facility for the care and housing of lost, abandoned, and unwanted animals; and

WHEREAS, the SOCIETY is a publicly funded entity organized that delivers critical services to patrons of Luna County and such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the SOCIETY is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate an animal shelter; and

WHEREAS, the SOCIETY is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the SOCIETY has experience in running an animal shelter, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The SOCIETY shall maintain an animal shelter in accordance with local, state, and federal regulations and humane considerations and shall accept for refuge therein all dogs, cats, and companion animals brought to it by any police officer, sheriff's department personnel, animal control officer, society member, or individual.
2. That the BOCC agree to appropriate the sum of \$130,000.00 (one hundred and thirty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said animal shelter. The payment by the County of Luna shall be used strictly for the furtherance of the SOCIETY'S mission

and objectives for expenses and will be paid monthly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through monthly reports that will include the following:

- A. The number and species of animals entering the shelter during the preceding month.
 - B. The number of animals adopted/returned to owner.
 - C. The number of animals sent to a rescue organization.
 - D. The number of animals euthanized.
 - E. The disposition of animals.
 - F. An animal control report.
 - G. Within thirty (30) days of the commencement of any annual term of this agreement, the Society shall provide the County a copy of its Certificate of Good Standing (or equivalent) obtained from the New Mexico State Corporation Commission and shall provide a copy of the Society's bylaws, including amendments, filed with the New Mexico State Corporation Commission.
 - i. Monthly reports and invoices will be due on the following dates:
 - 1. Monthly on the 15th
 - 2. During the final month the invoice will be due June 15 and the report July 15.
 - ii. Monthly reports and invoices should be submitted to the Manager's Office.
3. That the SOCIETY shall provide facilities for segregation of suspect animals to ensure their safety and the protection of other animals in the shelter. "Suspect" is defined as animals presenting symptoms of disease or believed to have been exposed to same, particularly rabies, or those having bitten other animals or humans. Complete reports on such animals shall be filed with a veterinarian and such local authorities as may be required by law and the animal quarantined for the prescribed period of time.
4. That the SOCIETY shall make every reasonable effort to locate owners of animals believed to be lost, strayed, or stolen, to make every effort to find good homes or rescue organizations for those considered to be adoptable, and to euthanize in a humane manner those that are unadoptable, sick, or neither claimed nor adopted.

Accordingly, the SOCIETY shall have sole authority for determining such disposition of all animals coming within its jurisdiction, except as set forth in Item number 3.

5. That SOCIETY employees shall respond to calls in the county and outside incorporated areas promptly, courteously, and professionally according to their operational protocol.
6. That the SOCIETY shall maintain complete records on all dogs and cats received at the shelter, including the source from which the animal was obtained, sex, breed, date, name, address, and telephone of owner, if known, the name, address, and telephone of the individual bringing the animal to the shelter if other than owner, and the final disposition of the animal, including whether the animal was returned to its owner, adopted, sent to other shelters or rescue organizations, or euthanized.
7. That the SOCIETY shall maintain suitable hours that are posted at the gate for receiving and releasing animals at the shelter. Drop cages will be provided for the depositing of animals outside regular hours and telephone service will be available where inquiries or reports may be made.
8. That the SOCIETY shall investigate all reports of cruelty to animals or violations of county ordinance and report same to sheriff's office.
9. That the SOCIETY shall maintain (at its own expense) the shelter in good repair, hire and supervise shelter attendants, hire and supervise an animal control officer/s, maintain trucks for transporting animals, pay all utility bills, and carry liability insurance in amounts equal to Tort Claims Act limits with the County named as an additional insured.
10. That effective with the contract year commencing July 1, 2021, the SOCIETY shall maintain a complete set of books in accordance with accepted accounting practices. The books shall be maintained by a certified public accountant practicing in Luna County. By September 1, 2021 and by September 1 of each succeeding year, the SOCIETY shall provide the County reviewed financial statements prepared by a certified public accountant. Upon the County and at its expense, an interim inspection of all Society books and related records may be made by the County.
11. If the owner of a quarantined animal is known, all charges for housing same will be assessed against the owner. The SOCIETY shall be responsible for all billings to the owner and may institute appropriate collection proceedings, as required.
12. No charges other than those provided for herein will be assessed against the County. Veterinarian fees, pet food, and maintenance of the shelter will be the responsibility of the SOCIETY.
13. That the SOCIETY agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
14. That the SOCIETY agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.

15. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
16. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
17. In addition, it is agreed that any agreements between the County of Luna and the SOCIETY, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
18. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
19. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **DEMING/LUNA COUNTY HUMANE SOCIETY**.

** All fees included in the fee schedule will be reviewed and approved annually by this agreement with Deming-Luna County Humane Society, effective July 1st, to consider changes in the costs of providing services and related increases or decreases in fees. Adoption fees, fines, and donations will remain the property of the Society. Please see attached Fee Schedule.*

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING/LUNA COUNTY HUMANE SOCIETY

By _____
President

**DEMING/LUNA COUNTY MAINSTREET
PROGRAM**

PROFESSIONAL CONTRACT AGREEMENT

with the

LUNA COUNTY, NEW MEXICO

This professional contract proposal ("this Agreement") is effective July 1, 2021, between Luna County, New Mexico, a local government corporation (the "County") whose notice address is 700 S. Silver Ave., Deming, NM 88030, and the Deming/Luna County MainStreet Program (the "Contractor") whose address is 800 E. Pine St. Deming, NM 88030, (collectively, the "Parties").

I. Scope of Services: Activities Reflecting County Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations of a State-Authorized and Accredited program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the MainStreet business district of Deming in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement revitalization projects under the public-private partnership guidelines established by the biannual MOU.
3. Work closely with the County's elected officials and professional staff, and all organizations, individuals, and entities in order to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate revitalization activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and private entities and the business community in the district to ensure the success of the Deming MainStreet program and its initiatives.
5. Develop annual workplans that prioritize revitalization projects in the Deming MainStreet district under the board-adopted Economic Transformation Strategies.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Deming MainStreet program to engage the public-private partnerships with County government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Deming

MainStreet program and also to help coordinate revitalization projects in the Deming MainStreet district.

8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Deming MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, façade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the County on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
11. Coordinate with the Director of Community & Economic Development on prioritization, implementation and reporting of project deliverables.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall endeavor through continuous effort to complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1:

Enhance the small business entrepreneurial environment by providing business development support, improving physical properties and marketing business and property opportunities.

A. Facade Squad Projects:

1. Continue to push incremental public and private investment with Facade Squad renovations
2. Encourage building maintenance and improvements to building facades and storefront windows while working with the City on code enforcement standards
3. Request NMMS technical assistance for placement of cameras on the 100 Block of Gold and Silver Avenue's to assist in catching persons engaged in unlawful activity resulting in damaged to buildings and business theft

B. Marketing of Vacant Buildings:

1. Work with Relators to show & promote inventory of available/vacant properties by referring entrepreneurs and business owners to them
2. Continue social media posting, newspaper and radio press releases in promotion of our district businesses and property availability
3. Vacant building window dressing campaign

C. Implement Community Promotions and Events:

1. Host series of 4 MainStreet Rock the Block Parties
2. Continue MainStreet Market at Courthouse Park
3. Salsa Fest becomes MainStreet's signature fundraising event
4. Host National Night Out
5. Sponsor Evening Entertainment at Duck Races
6. Sponsor Trunk or Treat Downtown
7. Assist with Candy Drop
8. Co-sponsor Coats for Kids
9. Lighted Christmas Parade
10. Light Up Downtown
11. Community Tree Lighting at Court House

D. Business Trainings & Support:

1. Follow to completion Vacant Building List & Story Committee task
2. Create and offer one day specialized training programs utilizing Revitalization Specialist in differing specialties for district businesses
3. Continue collaboration with Small Business Development Center, City and County Economic Development, WNMU, Chamber and Deming Public Schools to provide educational support and utilize their programs to assist business owners
4. Increase engagement with district merchants to enhance their understanding of MainStreet's capabilities to optimize their business growth
5. Work with our Downtown Merchants and provide leadership to facilitate their development of a strong and representative association that will undertake a lead role in improving their overall sales and support the district businesses through their collaborative efforts

Transformation Strategy #2:

Implement Placemaking projects and strategies to transform the physical appearance of the Deming MainStreet district and in the community of Columbus, NM.

Tasks to be completed in FY22:

A. Design Projects:

1. Work with the leadership, staff and residents of Columbus to implement placemaking projects in Village Plaza (Broadway and Hwy 11/Columbus Rd.) including installation of park amenities, recreational equipment, public art or similar physical improvements.
2. Pie Alley Beautification and Placemaking Project now underway with grant received from Wells Fargo for \$10,000. MainStreet, City, and County are collaborating in kind or financially on remaining project costs.

3. Work with County as they refurbish Courthouse Park Pavilion so Mimbres Mural may be completed as condition of \$7,000.00 UP Communities Grant received for MainStreet Market.
4. Apply for Façade grants to assist with 2 new façade projects.
5. Request NMMS technical assistance for alley renovation south of 110 S Gold Ave.
6. Request NMMS technical assistance to develop a plan for acquisition of old Rexall Drug Bldg.
7. Request NMMS technical assistance for the district parking & pedestrian connectivity study.
8. Install Wi-Fi @ Leyendecker Plaza.

B. Economic Vitality Projects:

1. Provide technical assistance to Columbus merchants to support business retention and access to business resources/incentives.
2. Increase frequency of personal visits with MainStreet district merchants.
3. Increase use of NMMS technical resources to assist development of our MainStreet district merchant capabilities through educational training.
4. Catalyze growing economic vitality through increased mural art portraying our indigenous culture within the district.

C. Promotion:

1. Host a Zia Kickoff Party in our ARTS PARK.
2. Implement a Zia Sun Art-Scape dedication ceremony combined with a Zia promotion at downtown businesses featuring 10% off district business purchase for one day for everyone wearing a Zia on the dedication day.
3. Host a district business party (invitation only) with food and music in our ARTS PARK
4. Photograph all stages of Pie Alley project completion for use on social media and press releases
5. Work with HK advertising in Santa Fe to feature Leyendecker Plaza and adjacent renovation projects in New Mexico Magazine.
6. Highlight Columbus Village Plaza improvement projects/amenities in online and social media.

D. Organization Projects:

1. Research grant opportunities and sponsors to fund various projects, including for placemaking activities in the Columbus Village Plaza.
2. Sell "Deming is Zia-rrific" merchandise as a fundraiser and awareness building campaign
3. Recruit volunteers as needed for projects.
4. Establish and manage a "Columbus Downtown Committee" to help implement physical improvements at Village Plaza, to inform needs assessments and future project priorities, and to support Deming MainStreet's petition to NMMS for including the Village of Columbus under the purview of the Deming MainStreet program.

II. COMPENSATION

For services, as described hereinafter, compensation shall be provided as follows:

1. In consideration for all Services rendered in FY22, and in compliance with the biannual MOU executed with New Mexico MainStreet, the County shall pay to the Contractor the sum of \$30,000.00.
2. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the County shall provide the following in-kind services to the Contractor during FY22:
 - County staff assistance, as applicable to specific projects, with installation of district signage or lighting (and only with advance approval by County leadership).
 - Technical assistance or support for joint applications and submissions for federal or state grants, as relevant to the MainStreet district revitalization or placemaking/economic development projects in the community of Columbus, as per the scope of work elements listed in Section I above.
3. For the fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the County.

Method of Payment

The County shall pay Contractor in equal installments of \$7,500.00 on a quarterly basis of each fiscal year. The County shall provide the initial payment in July with the execution of the contract commencing on July 1, 2021. Thereafter, the County shall provide subsequent quarterly payments in October, January, and April upon submission of invoices.

III. TERM OF AGREEMENT

The term of this Agreement shall be for one years, beginning on July 1, 2021 and ending on June 30, 2022 ("Term"), unless terminated pursuant to paragraphs 2, 3, 12, 15, 16 and 17 of Section V below.

IV. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT. *

V. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the County at reasonable times and upon reasonable notice.
- B. The Contractor shall maintain, for two (2) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the County and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

2. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Services of the Contractor under the Agreement. However, the Contractor shall not be in deemed to be in default if specific elements of the Scope of Work are amended and mutually agreed to in writing by the Parties during the term of the contract.

3. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the County may terminate this agreement and pursue its remedies at law and equity

4. INDEMNIFICATION

Contractor indemnifies the Luna County against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

5. INSURANCE

The Contractor shall obtain and maintain liability insurance coverage in the amount of one million dollars (\$1,000,000) and shall name the County as an additional named insured on all insurance policies and shall provide the County with satisfactory proof of insurance.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the County for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the County, this Agreement shall terminate upon 60-day written notice being given by the County to the Contractor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

7. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the Luna County as a result of this Agreement.

8. SUBCONTRACTING

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. NO THIRD-PARTY BENEFICIARIES

This agreement confers no additional rights or benefits other than those explicitly provided herein to the County and the Contractor; there shall be no third-party beneficiaries assigned in this contract.

10. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

11. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to bind the County in any way unless the Contractor has expressed written authority to do so, and then only within the strict limits described herein.

12. CONFIDENTIALITY

Any confidential information provided to, or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the County.

13. CONFLICT OF INTEREST

The 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 or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or County employee have been followed.

14. MERGER

This Agreement incorporates all of 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 Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 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.

16. EQUAL OPPORTUNITY AND NONDISCRIMINATION COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity and non-discrimination.

17. WORKER'S COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the County reserves the right to terminate this Agreement.

18. APPLICABLE LAWS

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 the Luna County.

19. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 1st day of July 2021.

COUNTY:

Luna County

CONTRACTOR:

Deming MainStreet
A New Mexico Non-Profit Corporation

By _____
Chris Brice, County Manager
Luna County

By _____
Monica Stanley, President
Board of Directors, Deming MainStreet

ATTEST:

Berenda McWright, County Clerk
Luna County

Chelsea Evans, Interim Executive Director
Deming MainStreet

AGREEMENT BETWEEN
LUNA COUNTY AND
DEMING/LUNA COUNTY COMMISSION ON AGING

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Deming/Luna County Commission on Aging (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Bob Beckett Senior Center in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors patronize the facility on a regular basis; and

WHEREAS, the Deming Senior Center is a publicly funded entity organized to deliver critical services to senior citizens in Luna County and that such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate said facility; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in running the Deming Senior Center, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to operate said senior center, which is available for use by all senior citizen residents and visitors of Luna County.
2. That the BOCC agree to appropriate the sum of \$130,000.00 (one hundred and thirty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said senior center. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid monthly upon request through an invoice and the submission of required reports. Funds are contingent on

participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through monthly reports that will include the following:

- a. The number of visitors patronizing the senior center, designated as resident or non-resident, during the previous month.
 - b. The number of meals served at the Deming Senior Center during the previous month.
 - c. The number of meals delivered off-site during the previous month.
 - d. The number of clients transported during the previous month.
 - e. The number served in the Alzheimer's Respite program during the previous month.
 - f. Description and participation of activities offered during the previous month.
- i. Monthly reports and invoices will be due on the following dates:
 1. The 15th of every month
 2. During the final month the invoice will be due June 15 and the report July 15.
 - ii. Monthly reports and invoices should be submitted to the Manager's Office.
3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.

7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **DEMING/LUNA COUNTY COMMISSION ON AGING**.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING/LUNA COUNTY COMMISSION ON AGING

By _____
President

AGREEMENT BETWEEN
LUNA COUNTY AND
LUNA COUNTY HISTORICAL SOCIETY

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Luna County Historical Society (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated the Deming-Luna-Mimbres Museum in Luna County, New Mexico, which said facility is open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Luna County Historical Society, patronize the facility on a regular basis; and

WHEREAS, the Deming-Luna-Mimbres Museum is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in the operation of the Deming-Luna-Mimbres Museum in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to operate said museum, which is available for use with no admission fee to all residents and visitors of Luna County.
2. That the BOCC agree to appropriate the sum of \$18,000 (eighteen thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said museum. The payment by the County of Luna

shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of visitors patronizing the museum, designated as resident or non-resident, during the previous quarter.
 - B. The number of youths patronizing the museum during the previous quarter.
 - C. Number and description of events held, including promotional events, fundraising events, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.

5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of **LUNA COUNTY HISTORICAL SOCIETY**.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

DEMING/LUNA COUNTY HISTORICAL SOCIETY

By _____
President

**AGREEMENT BETWEEN
LUNA COUNTY AND
LUNA COUNTY SILVER LININGS**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and Luna County Silver Linings (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR is a 501c(3) entity that serves the needs of homeless people in Luna County by improving their lives and providing avenues to self-sufficiency; and

WHEREAS, the BOCC wishes to contract for and the CONTRACTOR wishes to provide services for the homeless in Luna County; and

WHEREAS, the CONTRACTOR is a publicly funded entity that delivers critical services to patrons of Luna County and such services contribute directly to the furtherance of the County of Luna's economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate this facility; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in running Silver Linings, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR will provide services on behalf of Luna County to homeless persons, including but not limited to distribution of portable food, toiletries, clothing, blankets, meals and temporary shelter.
2. That the BOCC agree to appropriate the sum of \$25,000.00 (twenty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said facility. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice

and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of persons housed at the facility the preceding quarter.
- B. The number of meals given.
- C. The number toiletries dispensed.
- D. Any other financial reports of appropriated funds.

i. Quarterly reports and invoices will be due on the following dates:

- 1. October 15
- 2. January 15
- 3. April 15
- 4. During the fourth quarter the invoice will be due June 15 and the report July 15.

ii. Quarterly reports and invoices should be submitted to the Manager's Office.

- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.

7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of **LUNA COUNTY SILVER LININGS**.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

LUNA COUNTY SILVER LININGS

By _____
President

**AGREEMENT BETWEEN
LUNA COUNTY AND
PLAY SHARITY FOUNDATION**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Play Sharity Foundation (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR is a 501c(3) entity that promotes the sharing of resources to advance education and the affordability of high quality educational materials through operation of a children's museum and lending library; and

WHEREAS, the BOCC finds that it is in the interests of and for the benefit of the citizens of Luna County and the general public that these services be provided by and on behalf of the County; and

WHEREAS, the CONTRACTOR is an existing non-profit corporation with an active board of directors; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate said facility; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in running said organization, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations; and

WHEREAS, the BOCC wishes to contract for and the CONTRACTOR wishes to promote education support services in Luna County.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR will provide services on behalf of Luna County that promote the sharing of resources to advance education and the affordability of high-quality educational materials through operation of a children's museum and lending library.
2. That the BOCC agree to appropriate the sum of \$50,000.00 (fifty thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said facility. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required

reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of children served during the preceding quarter.
- B. The duration of services.
- C. The type of services rendered.
- D. Description and participation of activities offered.

i. Quarterly reports and invoices will be due on the following dates:

- 1. October 15
- 2. January 15
- 3. April 15
- 4. During the final quarter the invoice will be due June 15 and the report July 15.

ii. Quarterly reports and invoices should be submitted to the Manager's Office.

- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
- 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
- 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
- 6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
- 7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.

8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **PLAY SHARITY FOUNDATION**.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

**BOARD OF COUNTY COMMISSIONERS
OF LUNA COUNTY**

ATTEST:

**Barbara L. Reedy, Commissioner,
District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky, Commissioner,
District 2**

**John S. Sweetser, Commissioner,
District 3**

PLAY SHARITY FOUNDATION

By _____
**Crystal Repogle,
Vice President**

**AGREEMENT BETWEEN
LUNA COUNTY AND
RIO MIMBRES COUNTRY CLUB**

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Rio Mimbres Country Club (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the CONTRACTOR has maintained and operated a golf course in Luna County, New Mexico, with said facility being open to the general public for use; and

WHEREAS, County residents and visitors, including members and non-members of the Rio Mimbres Country club, patronize the facility on a regular basis; and

WHEREAS, the Rio Mimbres Golf Course is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public museum; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in the operation of the Rio Mimbres Country Club in Luna County and has trained staff meeting all criteria to operate said facility and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to operate a public golf course, which is available for use to all residents and visitors of Luna County.
2. That the BOCC agree to appropriate the sum of \$25,500.00 (twenty-five thousand five hundred dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to help defray the expenses of operating said museum. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on

participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of residents using the golf course, designated as member or non-member, during the previous quarter.
 - B. The number of youths, both member and non-member, using the golf course during the previous quarter.
 - C. Number and description of events held, including promotional events, invitational tournaments, youth events, charitable events, community meetings, etc.
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
 - 4. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
 - 5. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.

6. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
7. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
8. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
9. This agreement shall become effective when approved by the BOCC and the Board of Directors of **RIO MIMBRES COUNTRY CLUB**.

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

RIO MIMBRES COUNTRY CLUB

By _____
President

AGREEMENT BETWEEN

LUNA COUNTY AND

SOUTHWESTERN NEW MEXICO STATE FAIR ASSOCIATION INC.

This Agreement is made by and between the Board of County Commissioners of Luna County (BOCC), by and through the County Manager and the Southwestern New Mexico State Fair Association Inc. (CONTRACTOR), a New Mexico domestic non-profit organization.

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that an annual fair be held in Luna County; and

WHEREAS, the BOCC find that such a fair is an integral part of encouraging the young people of Luna County to engage in positive activities, such as 4-H, FFA, and the like; and

WHEREAS, the annual fair is a public amenity contributing to the furtherance of local economic development strategies and goals; and

WHEREAS, SNMSFA has been conducting an annual county fair in Luna County for a number of years and has appropriate buildings and land under lease from the City of Deming until the year 2067; and

WHEREAS, the CONTRACTOR is an existing nonprofit entity with an active board of directors, that maintains good standing; and

WHEREAS, the BOCC find that it is in the public interest and for the public benefit of Luna County that the County of Luna contribute to the cost of maintaining said facility; and

WHEREAS, the BOCC feel that they have neither the time, experience, facilities, nor funding to operate a public fair; and

WHEREAS, the CONTRACTOR is willing to undertake the operation of said program in Luna County, but is in need of funding assistance in order to help conduct same; and

WHEREAS, the CONTRACTOR has experience in the operation of said fair in Luna County, has trained staff meeting all criteria, and has the appropriate facilities, partnerships, and insurance coverage to conduct such operations.

NOW, THEREFORE, in consideration of the covenants contained herein and in consideration of the benefits that will accrue, it is hereby agreed as follows:

1. The CONTRACTOR agrees and promises to conduct an annual county fair in Luna County, New Mexico sometime during the months of September, October, or November of each and every year.
2. That the BOCC agree to appropriate the sum of \$25,00.00 (twenty-five thousand dollars and no/100) during the County of Luna's fiscal year ending June 30, 2022 to

help defray the expenses of operating said museum. That the money appropriated by the BOCC may not be used for trophies, prizes, ribbons, and the like, but must be spent on the actual operation of the fair. The payment by the County of Luna shall be used strictly for the furtherance of the CONTRACTOR'S mission and objectives for expenses and will be paid quarterly upon request through an invoice and the submission of required reports. Funds are contingent on participating and signing the Community Prosperity Ethics Pledge. The parties to this agreement desire to measure the effectiveness of the funding appropriation through quarterly reports that will include the following:

- A. The number of people attending the fair.
 - B. The number of youth entries.
 - C. The number of adult entries
 - D. The number of livestock/animal entries.
 - E. Financials
 - i. Quarterly reports and invoices will be due on the following dates:
 - 1. October 15
 - 2. January 15
 - 3. April 15
 - 4. During the fourth quarter the invoice will be due June 15 and the report July 15.
 - ii. Quarterly reports and invoices should be submitted to the Manager's Office.
- 3. That it is agreed and understood between the parties that SNMFA will be conducting the county fair as an agent of the BOCC and that the ultimate authority for the expenditure of public monies rests with the BOCC.
 - 4. The parties further agree that the actual operation of the fair is hereby delegated to SNMSFA restrained only by the agreements contained herein.

5. That the CONTRACTOR agrees and promises that no other claims shall be made against the County other than the specific appropriations made under the terms of this agreement and agrees to hold the County harmless of any and all claims which may arise from the conduct of said programs for the term of the agreement.
6. That the CONTRACTOR agrees to fully and completely indemnify Luna County and the Commission for any claim, loss, demand, or damages which may be asserted by any third party or person as a result of, or by the carrying out of the terms of this agreement. The obligation to indemnify shall include all damages, costs, and fees, including reasonable attorney's fees resulting therein.
7. That the parties hereto are independent agencies and will not be deemed to be partner, joint ventures or agents of each other for any purpose. The parties intend that a contractual relationship will be created by this agreement.
8. It is further agreed between the parties that each party shall act in good faith in carrying out the intent and spirit of the agreement for the benefit of the residents of and visitors to Luna County.
9. In addition, it is agreed that any agreements between the County of Luna and the CONTRACTOR, which have been recorded prior to this agreement, are hereby declared null and void and are superseded in their entirety by this agreement.
10. It is also agreed that this agreement may be terminated by either party by written notice on to the other, at least ninety (90) days prior to the effective date of termination.
11. This agreement shall become effective when approved by the BOCC and the Board of Directors of the **Southwestern New Mexico State Fair Association Inc.**

Done at Deming, New Mexico this 8th day of July 2021.

LUNA COUNTY BOARD OF COMMISSIONERS

ATTEST:

**Barbara L. Reedy, Chairperson
Commissioner, District 1**

Berenda McWright, County Clerk

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

Southwestern New Mexico State Fair Association Inc

By _____
President

WORK AND FINANCIAL PLAN
between
LUNA COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2021 through June 30, 2022

Pursuant to Cooperative Service Agreement No. 19-73-35-2332-RA between the county of Luna and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2021 through June 30, 2022.

USDA-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. USDA-WS has continuously maintained an effective IWDM program to resolve conflicts with wildlife throughout New Mexico, including Luna County. USDA-WS is available and qualified to conduct wildlife damage management services as necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided:

Technical Assistance – WS will provide technical support to Luna County on other issues that may impact predatory and/or nuisance species control including habitat modifications, response design, and recommendations through demonstration and instruction of wildlife damage prevention and/or

control techniques

Predator Identification & Removal - when livestock, crop or natural resource damage is verified

Nuisance Wildlife Removal - when property damage is verified

Removal of Wildlife Displaying Aggressive Behavior - causing actual injury to county residents.

Outreach – include meeting with the constituents of the county, school group demonstrations, and predator/damage awareness training.

To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist per the period of performance for this Work Financial Plan averaging at least 1040 hours per year distributed among direct control activities, technical assistance, USDA/WS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants, night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA/WS pamphlets and/or handouts may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

Rudy Fajardo, Area Supervisor, Las Cruces will supervise this project. This project will be monitored by WS, State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis by the Area Supervisor.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's FMFI system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

- a. All operations shall have the joint concurrence of USDA-WS and Luna County and shall be under the direct supervision of USDA-WS. All operations will adhere to the specific work financial plan requirements required by both USDA-WS and Luna County. USDA-WS will conduct the program in accordance with its established operating policies and all applicable state and federal laws and county regulations and requirements.
- b. Control on Public Lands: An Agreement for Control of Animal Damage on Non-private Property (WS Form 12 A) or an appropriate NEPA document will be executed between USDA-WS and the public land administrator(s)/manager(s) before any USDA-WS work is conducted.
- c. USDA-WS will use only USDA-WS employees and volunteers. All USDA-WS personnel will follow WS Directive 2.510, which prohibits benefiting personally from any animals(s) whole or in part, taken while conducting official duties.
- d. The program will be supervised by Area Supervisor Rudy Fajardo (575) 527-6980. Monitoring and authoritative oversight will be by the WS New Mexico State Director (505) 208-3003.
- e. In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program, due to Congressional Federal appropriations, law cannot continue unless a mutual agreement is negotiated by June 30, 2021.

V. COST ESTIMATE FOR SERVICES

USDA-WS shall submit quarterly bills for actual costs incurred to USDA-WS for performance of work as delineated in the Work/Financial Plan, not to exceed **\$40,250.00** annually. Such costs may include but are not limited to salaries/benefits/employees recognition, vehicle use, supplies, equipment and USDA overhead. An estimate itemization of expenses are listed below; however, funds may be distributed between itemized categories as needed.

Cost Element	Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	Full Cost
Personnel Compensation	\$ 28,563.15	\$ 35,119.05	\$ 63,682.20
Travel	\$ -	\$ 1,109.00	\$ 1,109.00
Vehicles	\$ -	\$ 7,800.00	\$ 7,800.00
Other Services	\$ -	\$ 800.00	\$ 800.00
Supplies and Materials	\$ 1,302.56	\$ 2,000.00	\$ 3,302.56
Equipment	\$ 1,789.82	\$ 500.00	\$ 2,289.82

Subtotal (Direct Charges)	\$ 31,655.53	\$ 47,328.05	\$ 78,983.58
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Pooled Job Costs	11.00%	\$ 3,482.11	NA	\$ 3,482.11
Indirect Costs	16.15%	\$ 5,112.37	NA	\$ 5,112.37
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total		\$ 40,250.00	\$ 47,328.05	\$ 87,578.05
Percentage Cost Share		46%	54%	100%

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$87,578.05

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval and the APHIS Overhead waiver are available upon request.

LUNA COUNTY BOARD OF COMISSIONERS
Tax Identification Number: 856000230

Chairman

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Keith Wehner
Director, Western Region

Date



**College of Agricultural, Consumer
and Environmental Sciences**

Cooperative Extension Service
Southwest District Office
MSC 3AE
New Mexico State University
P.O. Box 30003
Las Cruces, NM 88003-8003
575-646-2584, fax: 575-646-7042
swestern@nmsu.edu

February 26, 2021

**Mrs. Barbara Reedy, Commission Chairwoman
Luna County Commission
P.O. Drawer 551
Deming, NM 88031**

Dear Chairwoman Barbara Reedy,

This letter is a request from the Cooperative Extension Service of New Mexico State University requesting financial support for the Luna County Extension Office. The requested funds will jointly support Extension educational programs for FY 2021-2022 beginning July 1, 2021. Extension educational programs in Agriculture, Family and Consumer Sciences, 4-H Youth Development, and Community/ Economic Development are funded by appropriations from county, state, and federal governments. Each level of government is requested to contribute a corresponding share of the total cost of the County Extension program. The level of county funding determines the size and scope of the County Extension program. This request is based on required funds with no cushion. The total estimated cost of operations for the Luna County Extension Office during FY 2021-2022 will be \$202,886.84.

For FY 2021-2022 we are requesting level funding \$63,110.58 in support from Luna County.

This request is based on required funds to cover salaries and operation and maintenance. During this past year, face-to-face programing was diminished because of Health Orders, but programming shifted to a virtual platform for educational delivery. This virtual platform has merit for working with the Agricultural Industry and adult programming, but youth education numbers decreased. The Extension Service is moving forward with programming efforts and excited to be working with youth face-to-face. (100% of county funds will be spent in Luna County, support from Extension Specialist, supervisors, publication costs, and administrators that assist local County Extension programs that are supported with State and Federal funds).

Luna County Government has funded the County Extension Office request for many years. For this we are appreciative and look forward to a continued partnership. In closing, we would appreciate the opportunity to present, explain, and support the Cooperative Extension funding request to the Luna County Commission. We look forward to your favorable consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Dean".

**Tom Dean
Southwest District Department Head**

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Blandford".

**Jack Blandford
Luna County Program Director
Agriculture/4-H Agent**

June 21, 2021

To: Luna County Commissioners:

I am writing this letter to express my interest in serving on the Board of Directors of the Deming Luna County Commission on Aging, Inc. *I have served three years on the Luna County Commission on Aging Board of which two years have been served as Secretary to the Board.*

As a Board member I will support the mission and goals of the Deming Senior Center. Should you need to contact me, please do not hesitate to do so. Thank you for your time.

Respectfully,

A handwritten signature in cursive script, reading "Patsy Leyba". The signature is written in dark ink and is positioned above the printed name.

Patsy Leyba

MULTI-SERVICES AGREEMENT
BETWEEN LUNA COUNTY AND THE VILLAGE OF COLUMBUS

THIS AGREEMENT ("Agreement") is by and between the Board of County Commissioners of Luna County (County) and the Village of Columbus Board of Trustees (Village). It establishes the exchange of services between the parties, excluding the provision of professional law enforcement services by the County to the Village.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL
COVENANTS AND UNDERTAKINGS SET FOR HEREIN, THE PARTIES
AGREE AS FOLLOWS:**

1.0 Purposes

The purposes of this Agreement are to:

- 1.1 Continue the provision of rural transportation services for Columbus residents through Corre Caminos;
- 1.2 The provision of volunteer fire protection for Luna County residents in and near the Village;
- 1.3 The provision of volunteer emergency medical services for Luna County residents in and near the Village;
- 1.4 The provision of recreational services to Luna County residents in and near the Village by operation of the public swimming pool and the library in Columbus;
- 1.5 The operation of a landfill in Columbus.

2.0 Representations

2.1 That the signatories, both individually and collectively, have the authority to bind themselves to the terms of this Agreement and to undertake and perform the duties and obligations contained herein; and

2.2 That they have the authority to make the payments, purchases and commitments contained herein.

2.3 That the parties will perform all duties and obligations and conduct all operations in compliance with applicable laws, regulations, rules and ordinances.

3.0 Duties and Obligations

3.1 Corre Caminos Program

The County shall negotiate for the continued availability of rural transportation services for Village residents living in the vicinity of the Village of Columbus through the Corre Caminos program with the Village serving as the delivery point for the services.

The Village shall pay the County \$10,000.00

3.2 Volunteer Fire Program

The Village shall provide volunteer fire protection services for Luna County residents living in the vicinity of the Village of Columbus by the Columbus Volunteer Fire Department and the funds paid by the County hereunder shall be used for operational expenses not including salaries, wages or stipends for volunteer fire protection services.

The County shall pay the Village \$20,000.00

3.3 Volunteer Emergency Medical Services

The Village shall provide volunteer emergency medical services for Luna County residents living in the vicinity of the Village of Columbus by the Columbus Volunteer Fire Department and the funds paid by the County hereunder shall be used for

operational expenses not including salaries, wages or stipends for volunteer emergency medical services.

The County shall pay the Village \$20,000.00

3.4 Recreation – Public Swimming Pool

The Village shall provide recreation for Luna County residents living in the vicinity of the Village by seasonal operation of the public swimming pool in Columbus.

The County shall pay the Village \$8,000.00

3.5 Recreation – Public Library

The Village shall provide recreation for Luna County residents living in the vicinity of the Village by operation of the public library in Columbus.

The County shall pay the Village \$8,000.00

3.6 Public Landfill

The Village provides for the health and welfare of Luna County residents living in the vicinity of the Village by operation of a public landfill in Columbus.

The County shall pay the Village \$8,000.00

4.0 Reporting Requirements

To track and measure the efficacy of County funding during the term(s) of this Agreement, the Village shall file with the Luna County Manager, or his designee, quarterly reports on or before October 15, January 15, April 15, and July 15 of each year this Agreement is in effect, as follows:

4.1 Volunteer Fire and EMS Services

Volume for the number of calls for and responses to fires, rescue, emergency medical services, hazardous conditions and false alarms; the number of volunteers and

vehicles responding; the time spent on each response and any inspection reports or notices of violation.

4.2 Recreation – Swimming Pool

The days and hours of operation; the number of residents utilizing the pool, separated by adults and children (under the age of 18); the number of employees working each shift; volume of chemicals and other supplies consumed; and any inspection reports or notices of violation.

4.3 Recreation - Library

The days and hours of operation; the number of residents utilizing the library, separated by adults and children (under the age of 18); the number of employees working each shift; the number of media (books, magazine, online) used; and any inspection reports or notices of violation.

4.4 Health and Safety - Landfill

The days and hours of operation; the number of vehicles entering the facility to deposit refuse; the volume by ton of refuse and waste collected; the date and duration of community cleanups conducted; the number of employees and volunteers participating in cleanups; the volume by pounds collected during each cleanup; if recycling is undertaken, the number of vehicles or residents depositing material for recycling; and pounds of materials diverted from the landfill for recycling; and any inspection reports or notices of violation.

4.5 Invoicing

Along with the Quarterly Reports for each of the separate activities, the Village will attach invoices or receipts for expenditures related to that activity and an invoice for

payment to the Village from the County for 25% of the approved payment amounts for each separate activity.

5.0 Term of Agreement

5.1 The initial term of this Agreement shall be annual beginning on July 1, 2021, or as soon thereafter as approved by the Secretary of Finance and Administration, through June 30, 2022, unless amended or terminated by either party and provided herein.

5.2 This Agreement shall remain in effect as long as all of the terms and conditions of this Agreement are met and may be extended for two (2) additional annual terms by the County providing written notice to the Village of such intent and written acceptance by the Village. Such notice will be delivered not earlier than May 1 and no later than June 15 in any year in which it is in effect.

5.3 This Agreement may be terminated by either party by delivery of written notice to the other party at least thirty (30) days prior to the proposed termination date.

5.4 This Agreement and any amendments thereto must be approved by both the Luna County Board of County Commissioners and the Village of Columbus Board of Trustees.

6.0 Books and Records

6.1 This Agreement requires strict accountability of all receipts and disbursements.

6.2 The records of all transactions maintained by either party shall be open for inspection and audit at reasonable times by the other party or their designee and in accordance with all applicable laws, including the Audit Act, Sections 12-6-1 through 12-6-4-14, NMSA 1978.

7.0 Miscellaneous Provisions

7.1 Privileges and Immunities

Pursuant to Section 11-1-6, NMSA 1978, all of the privileges and immunities from liability, including the New Mexico Tort Claims Act, Sections 41-4-1, et seq. NMSA 1978, as amended, exemptions from laws, ordinances and rules and all other benefits which apply shall apply and are not waived by this Agreement.

7.2 Insurance

The County and the Village shall obtain insurance policies and amounts they each deem prudent for their potential liabilities.

7.3 Indemnification

The parties agree to indemnify the other party from the reasonable expenses and costs, including attorney's fees reasonably incurred as a result of negligence, gross negligence or other inappropriate conduct or in connection with performance of any duty or obligation under this Agreement or in the defense of any claim made in connection with performance under this Agreement.

7.4 Distribution

Upon termination, only those due and owing for duties and obligations performed prior to termination shall be paid and any equipment or material in the possession of either party during the term of this Agreement shall remain in their possession and be deemed owned by that party.

7.5 Severability

The articles, sections, subsections, paragraphs, sentences, clauses and phrases of this Agreement are severable. If any such article, section, subsection, paragraph,

sentence, clause or phrase is declared unconstitutional, illegal, invalid or unenforceable by a final judgement or decree of any court of competent jurisdiction, such declaration shall not affect any of the remaining provisions of this Agreement.

7.6 Venue and Governing Law

This Agreement shall be interpreted under the laws of the State of New Mexico. Venue for any suit brought upon this Agreement shall lie in the Sixth Judicial District Court of Luna County, New Mexico.

7.7 Subcontracting or Assignment

Either party, in performing its duties and obligations under this Agreement may subcontract such duties upon delivery of written notice to the other party. However, such subcontracting shall not relieve the subcontracting party from performance of any duties or obligations.

7.8 Equal Employment Opportunity

Neither party will discriminate against any person because of race, color, religion, sex, ancestry, national origin, place of birth, marital or family status, sexual orientation or identification, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam era veteran.

7.9 Waiver

The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

7.10 Breach by Failure to Pay

In the event either party fails to make any payment required herein under this or any prior Agreement, the aggrieved party shall have the right of setoff or to withhold any payment due hereunder until the unpaid amount has been recovered.

7.11 Remedies

In addition to the right of setoff in the preceding section, an aggrieved party shall have all other rights and remedies afforded by law in the enforcement of contracts including the right to an award of reasonable costs and attorney's fees incurred in any action to enforce this Agreement.

7.12 Notices

Any notice of termination, request, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (1) when delivered in person to the representative of the parties listed below; (2) upon receipt when mailed by overnight courier service, mailed first-class certified or registered mail, return receipt requested and addressed to the party at the address below; (3) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below; or (4) upon read receipt if sent by e-mail to the representative of the parties listed below:

Village of Columbus

Esequiel Salas
Mayor
214 W. Broadway
Columbus, NM 88029
Phone: (575) 531-2663
Fax: _____
E-mail: mayor@vtc.net

Luna County

Chris Brice,
County Manager
700 S. Silver St.
Deming, NM 88030
Phone: (575) 546-0494
Fax: (575) 546-4293
E-mail: chris_brice@lunacountynm.us

Such addresses and contact information may be changed from time to time by either party by providing written notice as provided above.

7.13 Execution Authority

By their signatures below, each signatory certifies that they are properly authorized as an agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party and each party hereby certifies to the other that any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

7.14 Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization by the Luna County Board of County Commissioners and the Village of Columbus Board of Trustees for the performance of this Agreement.

If sufficient appropriations and authorization are not made by the respective governing bodies, this Agreement shall terminate immediately upon delivery of written notice to the other party. The governing body's decision as to whether sufficient appropriations are available shall be accepted by the other party as final.

7.15 Independence of Parties

Employees of Village are not, nor shall they be deemed to be, employees of the County. Employees of County are not, nor shall they be deemed to be, employees of the Village.

7.16 Not Joint Venturers

It is not the intention of the parties hereto to create and nothing contained herein shall be construed as creating a partnership or joint venture between the parties.

7.17 Third Party Beneficiaries

The parties hereto agree that they have not entered into this Agreement for the benefit of any third person or persons and it is their express intention that this Agreement is for their respective benefits only to the parties and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries thereof.

7.18 Survival

The following provisions shall survive any termination or expiration of this Agreement: Section 7.1, 7.2, 8.1, 8.2, 8.3, 8.4, 8.6 and 8.9.

7.19 Counterparts

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

7.20 Entire Agreement

This Agreement constitutes the entire agreement of the parties hereto and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof and, upon approval by the Secretary of Finance and Administration cancels and supersedes all prior agreements, resolutions and other declarations regarding the subject matter contained herein.

Done at Deming, New Mexico this ____ day of July, 2021

Luna County Board of County Commissioners

ATTEST:

**Barbara L. Reedy, Chair
Commissioner, District 1**

**Berenda McWright,
County Clerk**

**Linda M. Smrkovsky,
Commissioner, District 2**

**John S. Sweetser,
Commissioner, District 3**

Done at Columbus, New Mexico the _____ day of July, 2020.

Village of Columbus

ATTEST:

Escquiel Salas, Mayor

Velia Borunda, Village Clerk