



QUAY COUNTY GOVERNMENT  
300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
JULY 13, 2016

---

1:00 P.M. Call Meeting to Order  
Pledge of Allegiance  
Approval of Minutes-Regular Session July 1, 2016  
Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Larry Moore, Quay County Road Superintendent**
- Request Approval of FY2016-2017 Resolution No. 1 – Participation in Local Government Road Fund Program Administered by NM DOT
  - Request Approval of FY2016-2017 Resolution No. 2 - Participation in Local Government Road Fund Program Administered by NM DOT
  - Request Approval of FY2016-2017 Resolution No. 3 - Participation in Local Government Road Fund Program Administered by NM DOT and Cooperative Agreement Project No. SB-7737(950)17
  - Request Approval of FY2016-2017 Resolution No. 4 - Participation in Local Government Road Fund Program and Request for Match Waiver Administered by NM DOT and a Cooperative Agreement CAP-4-17(406)
  - Request Approval of FY2016-2017 Resolution No. 5 - Participation in Local Government Road Fund Program, Request for Match Waiver Administered by NM DOT and Cooperative Agreement Project SP-4-17(956)
  - Road Update
- II. Darla Munsell, Quay County CDBG Coordinator**
- Request Approval of FY2016-2017 Resolution No. 6 – Adoption of Required CDBG Annual Certifications and Commitments
  - Request Approval of FY2016-2017 Resolution No. 7 – Adopting a Fair Housing Policy, Making Known its Commitment to the Principle of Fair Housing and Describing Actions it Shall Undertake to Affirmatively Further Fair Housing
  - Request Approval of FY2016-2017 Resolution No. 8 – Citizen Participation Plan
  - Request Approval of FY2016-2017 Resolution No. 9 – Residential Anti-Displacement and Relocation Assistance Plan
  - Request Approval of FY2016-2017 Resolution No. 10 – Section 3 Plan with Required Elements



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Quay County, NM, Veronica Marez County Clerk



**III. Richard Primrose, Quay County Manager**

- Request Approval of **FY2015-2016 Resolution No. 34 Budget Increase to DWI Distribution**
- Request Approval of **4<sup>th</sup> Quarter DWI Financial Reports**
- Correspondence

**IV. Request Approval of Accounts Payable**

**V. Request for Closed Executive Session**

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters

**VI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

**Adjourn**

*Lunch-Time and Location to be Announced*

**REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**July 13, 2016**

**1:00 P.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13<sup>th</sup> day of July 2016, at 1:00 p.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

**PRESENT & PRESIDING:**

Franklin McCasland, Chairman  
Mike Cherry, Member  
Sue Dowell, Member  
Ellen L. White, Chief Deputy County Clerk  
Richard Primrose, County Manager

**OTHERS PRESENT:**

Larry Moore, Quay County Road Superintendent  
Cheryl Simpson, Quay County Manager's Office  
Russell Shafer, Quay County Sheriff  
Gail Houser, Main Street Director  
Darla Munsell, CDBG Coordinator  
Janie Hoffman, Chief Deputy Assessor  
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Janie Hoffman led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the July 1, 2016 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "aye".

A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

**PUBLIC COMMENTS:**

Gail Houser, Main Street Director informed those in attendance of their new officers. Cooper Glover is the new President, David Hale is still Vice-President, Jessica Elebario is the Secretary and Robert Lopez is the Treasurer. Lori Otero and David Gonzales are also new members to the Board of Directors.

**ONGOING BUSINESS: NONE**

**NEW BUSINESS:**

Larry Moore, Quay County Road Superintendent, requested approval of the following items:

1. FY2016-2017 Resolution No. 1; Participation in Local Government Road Fund Program Administered by NM DOT and the Cooperative Agreement for the CAP projects totaling \$253,004.00.

2. FY2016-2017 Resolution No. 2; Participation in Local Government Road Fund Program Administered by NM DOT and the Cooperative Agreement for the COOP projects totaling \$124,483.00.
3. FY2016-2017 Resolution No. 3; Participation in Local Government Road Fund Program Administered by NM DOT and the Cooperative Agreement for the School Bus projects totaling \$141,559.00.

A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve FY2016-2017 Resolutions No. 1, 2 & 3 and the supporting Cooperative Agreements for each. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies of those documents are attached and made a part of these minutes.

4. FY2016-2017 Resolution No. 4; Participation in Local Government Road Fund Program and Request for Match Waiver Administered by the NM Department of Transportation. A CAP project totaling \$253,004.00 in funds.
5. FY2016-2017 Resolution No. 5; Participation in Local Government Road Fund Program and Request for Match Waiver Administered by the NM Department of Transportation. A Co-Op project totaling \$124,483.00 in funds.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve FY2016-2017 Resolutions No. 4 & 5. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies of those documents are attached and made a part of these minutes.

Moore gave the following department report:

1. Phase I of the Quay Road AP.6 and 63 project is complete.
2. Crews have worked on Quay Road 27 (Bill Runyan's road) and it's nearly finished.
3. Spoke to Lewis Jasper regarding his concerns on Quay Road 60. Explained the road is on the project lists for 2016-2017 LGRF projects.
4. Village of House streets will be complete by Friday.
5. Lesah Sedillo, NERTPO Planner has been relocated to the Non-Metro Area Agency on Aging. She has been replaced by Delores Gonzales.

Commissioner Dowell asked Moore if he had spoken to Phil Runyan regarding his concern. Moore said he had not been in contact recently.

Dowell also asked if Moore addressed the concern of Judy Jasper regarding the narrowing of Quay Road 60. Moore said the problem with the width of the road and doing anything outside of the road itself is a problem with the utilities. Moore said if anything can be done, they will look into it during the LGRF project.

Commissioner Dowell asked if the culvert had been installed for Mr. Stull at Nara Visa. It was reported the Stull's have not made that purchase yet.

Chairman McCasland informed Moore he received a call from Donald Carter asking for the blade to hit Quay Roads 71 and 72 when it's in that area.

Richard Primrose, County Manager, informed the Board that he and Moore have been invited to make a presentation at the Transportation Infrastructure Sub-Committee meeting on Friday, July 15 in Santa Fe. Their focus will be the lack of funding for various projects throughout the County but specifically historical bridges and increased regulations without any funding sources.

Chairman McCasland stated that is a great opportunity to have our concerns heard and urged Primrose to also discuss the millings.

Darla Munsell, Quay County CDBG Coordinator requested approval of the following documents

1. FY2016-2017 Resolution No. 6 – Adoption of Required CDBG Annual Certifications and Commitments
2. FY2016-2017 Resolution No. 7 – Adopting a Fair Housing Policy, Making Known its Commitment to the Principle of Fair Housing and Describing Actions it Shall Undertake to Affirmatively Further Fair Housing
3. FY2016-2017 Resolution No. 8 – Citizen Participation Plan
4. FY2016-2017 Resolution No. 9 – Residential Anti-Displacement and Relocation Assistance Plan
5. FY2016-2017 Resolution No. 10 – Section 3 Plan with Required Elements

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the above described Resolutions. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. Copies are attached and made a part of these minutes.

Richard Primrose, Quay County Manager presented the following items:

1. FY2015-2016 Resolution No. 34 – Authorization of Budgetary Increase to DWI Distribution (Fund 622). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 34. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. Copy is attached and made a part of these minutes.
2. Presented the 4<sup>th</sup> Quarter Financial Report from the DWI Grant Program. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Report. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”.

Manager’s Correspondence:

1. Received a letter from NM Human Services Department regarding the 2015 Safety Net Care Pool annual report.
2. Presented the June RPHCA Report from the Quay County Family Health Center.
3. A Department Head meeting was held on July 6. The annual Employee Appreciation Dinner was set for Friday, December 16 at 6:00 P.M. This is the Friday following the first Board of Commissioners meeting in December. This will be the standing date for this event yearly. (Being the Friday following the first meeting in December.)
4. A tour of the Quay County Detention Center is coming up next week for the New Mexico Association of Counties, Risk Management. This is to review policies and procedures for sexual misconduct of employees.
5. During the July 25<sup>th</sup> Board of Commission Meeting, the Commissioners are scheduled to tour the Detention Center and Solar Project.
6. The 4-H Rodeo is scheduled for July 22-23 and the State 4-H Horse Show will be July 29-30.

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation and Section 10-15-1(H)2 to discuss Limited Personnel Matters. MOTION carried with Cherry voting “aye”, McCasland voting “aye” and Dowell voting “aye”.

Time noted 1:35 p.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 3:10 p.m.

A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

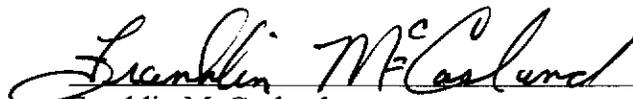
Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners:

Commissioner Dowell asked if there was an age limit on the Quay County Detention Center job posting. Primrose said he would ask T.J. Rich, Detention Center Administrator.

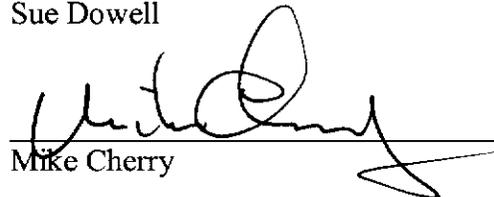
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 3:10 p.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Franklin McCasland

  
Sue Dowell

  
Mike Cherry

ATTEST:

  
Veronica Marez, County Clerk  
Ellen L. White, Chief Deputy





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017  
RESOLUTION NO. 1

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM  
ADMINISTERED  
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHERE AS, the total cost of the project will be **\$253,004.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$189,753.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$63,251.00**

TOTAL PROJECT COST IS **\$253,004.00**.

**Quay County** shall pay all costs, which exceed the total amount of **\$253,004.00**.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2017 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number CAP-4-17(406) Control Number L400304 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017 to

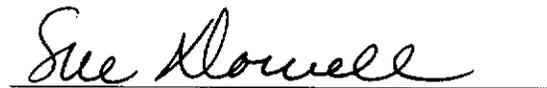
**SCOPE:** Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

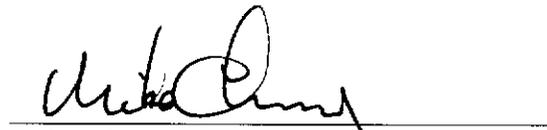
**TERMINI:** QR-BH Block 2700-3230 (5.3 miles); QR R Block 8420-8750 (3.3 miles) .

Within the control of **Quay County** in Quay County, New Mexico.

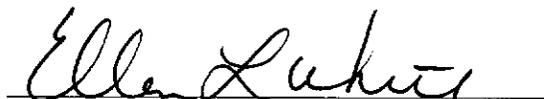
**DONE AND RESOLVED** this 13<sup>th</sup> day of July 2016.

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, Quay County Clerk



Contract No. \_\_\_\_\_  
Vendor No. 54395  
Project No. CAP-4-17(406)  
Control No. L400304

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** entered into this 13 day of July, 2016 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **QUAY COUNTY**, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

### SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **CAP-4-17(406)**, Control No. **L400304**, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

### SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Two Hundred Fifty Three Thousand, Four Dollars (\$253,004.00)** to be funded in proportional share by the parties hereto as follows:
  - a. **Department's share shall be 75%** **\$189,753.00**

**Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads .**

- b. The **Public Entity's** required proportional matching  
Share shall be **25%** **\$63,251.00**  
For purpose stated above
- c. **Total Project Cost** **\$253,004.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Two Hundred Fifty Three Thousand, Four Dollars (\$253,004.00)**.

**SECTION THREE – THE PUBLIC ENTITY SHALL:**

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 17 below to ensure timely processing.
4. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
5. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
6. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
7. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors'

construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

8. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  - a. Utility Certification,
  - b. Drainage and storm drain design,
  - c. Geotechnical design,
  - d. Pavement design,
  - e. Environmental and archaeological clearances Certification,
  - f. Right-of-way acquisition Certification,
  - g. Hazardous substance/waste site(s) contamination,
  - h. Railroad Certification,
  - i. Intelligent Transportation System (ITS) Certification
9. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
10. Obtain all required written agreements or permits, when applicable, from all public and private entities.
11. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
12. Complete the project within 18 months of approval of funding by the State Transportation Commission.
13. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
14. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost," form**, which is attached as Exhibit A.

15. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.
16. Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
17. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

#### **SECTION FOUR – THE DEPARTMENT SHALL:**

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

#### **SECTION FIVE – BOTH PARTIES AGREE:**

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978

Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

**SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION SEVEN – PROJECT RESPONSIBILITY:**

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

**SECTION EIGHT – JURISDICTION:**

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

**SECTION NINE – NEW MEXICO TORT CLAIMS ACT:**

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:**

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

**SECTION ELEVEN – LEGAL COMPLIANCE**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

**SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:**

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

**SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

**SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

**SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

**SECTION SIXTEEN – TERMS OF THIS AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**SECTION SEVENTEEN – TERM:**

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **December 31, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**SECTION EIGHTEEN – TERMINATION:**

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

**SECTION NINETEEN – SCOPE OF AGREEMENT:**

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

**SECTION TWENTY – SEVERABILITY:**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**SECTION TWENTY-ONE – APPLICABLE LAW:**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

**SECTION TWENTY-TWO – AMENDMENT:**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S  
OFFICE OF GENERAL COUNSEL**

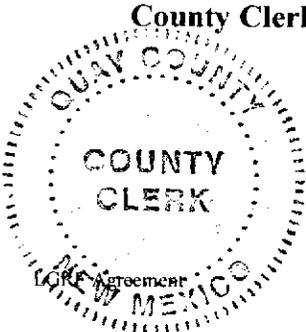
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

**QUAY COUNTY**

By: Richard A. Romo Date: 7-13-16  
County Manager

**ATTESTED**

By: Ellen L White Date: 7-13-16  
County Clerk



**EXHIBIT A  
PROJECT CERTIFICATION OF  
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

## RESOLUTION NO. 2

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be **\$124,483.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$93,362.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$31,121.00**

TOTAL PROJECT COST IS **\$124,483.00**

**Quay County** shall pay all costs, which exceed the total amount of **\$124,483.00**.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2017 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

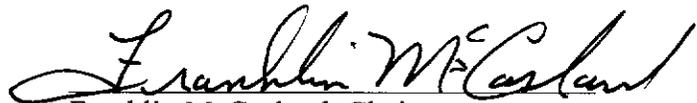
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number SP-4-17(956) Control Number L400270 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017 to

**SCOPE:** Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

**TERMINI:** QR 42 Block 2200-2250 (.50 miles); QR U Block 4200-4400 (2 miles);  
QR 60 Block 4000-4075 (.75 miles); North Rock Island Block  
2970-3030 (.60 miles)

Within the control of **Quay County** in Quay County, New Mexico.

**DONE AND RESOLVED** this 13<sup>th</sup> day of July 2016.

  
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, Quay County Clerk

Contract No. \_\_\_\_\_  
Vendor No. 54395  
Project No. SP-4-17(956)  
Control No. L400270

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this 13 day of July, 2016 between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("Department") and the QUAY COUNTY, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

### SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SP-4-17(956)**, Control No. **L400270**, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

### SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One Hundred Twenty Four Thousand, Four Hundred Eighty Three Dollars (\$124,483.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$93,362.00**

**Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county**

**roads .**

- b. The **Public Entity's** required proportional matching  
Share shall be **25%** **\$31,121.00**  
For purpose stated above
  
- c. **Total Project Cost** **\$124,483.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Twenty Four Thousand, Four Hundred Eighty Three Dollars (\$124,483.00).**

**SECTION THREE – THE PUBLIC ENTITY SHALL:**

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 17 below to ensure timely processing.
4. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
5. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
6. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
7. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character

brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

8. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  - a. Utility Certification,
  - b. Drainage and storm drain design,
  - c. Geotechnical design,
  - d. Pavement design,
  - e. Environmental and archaeological clearances Certification,
  - f. Right-of-way acquisition Certification,
  - g. Hazardous substance/waste site(s) contamination,
  - h. Railroad Certification,
  - i. Intelligent Transportation System (ITS) Certification
9. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
10. Obtain all required written agreements or permits, when applicable, from all public and private entities.
11. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
12. Complete the project within 18 months of approval of funding by the State Transportation Commission.
13. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
14. Within thirty (30) days of completion, provide written certification that all work under this

Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost,"** form, which is attached as Exhibit A.

15. Within thirty (30) days of completion, furnish the Department an **"AS BUILT Summary of Costs and Quantities"** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **"Project Certification of Design, Construction, and Cost"** form.
16. Failure to provide the **"Project Certification of Design, Construction, and Cost"** form and an **"AS BUILT Summary of Costs and Quantities"** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
17. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

#### **SECTION FOUR – THE DEPARTMENT SHALL:**

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

#### **SECTION FIVE – BOTH PARTIES AGREE:**

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program

requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

**SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

**SECTION SEVEN – PROJECT RESPONSIBILITY:**

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

**SECTION EIGHT – JURISDICTION:**

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

**SECTION NINE – NEW MEXICO TORT CLAIMS ACT:**

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:**

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

**SECTION ELEVEN –LEGAL COMPLIANCE**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

**SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:**

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

**SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

**SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

**SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

**SECTION SIXTEEN – TERMS OF THIS AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**SECTION SEVENTEEN – TERM:**

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **December 31, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**SECTION EIGHTEEN – TERMINATION:**

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

**SECTION NINETEEN – SCOPE OF AGREEMENT:**

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

**SECTION TWENTY – SEVERABILITY:**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**SECTION TWENTY-ONE – APPLICABLE LAW:**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

**SECTION TWENTY-TWO – AMENDMENT:**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

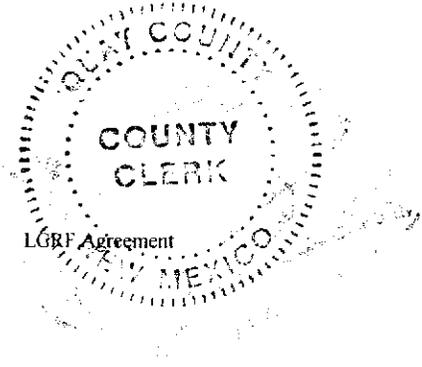
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

**QUAY COUNTY**

By: *Phillip D. Ponce* Date: 7-13-14  
County Manager

**ATTESTED**

By: *Ella Lujan* Date: 7-13-14  
County Clerk



**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

## RESOLUTION NO. 3

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHERE AS, the total cost of the project will be **\$141,559.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$106,169.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$35,390.00**

TOTAL PROJECT COST IS **\$141,559.00**

**Quay County** shall pay all costs, which exceed the total amount of **\$141,559.00**.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That the project for this Cooperative Agreement is adopted and has priority standing.

The agreement terminates on December 31, 2017 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number SB-7731(950)17 Control Number L400311 with the New Mexico Department of Transportation for LGRF Project for year 2016-2017 to

**SCOPE:** Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

**TERMINI:** Old Route 66 Block 1100-1475 (3.75 miles); QR K Block 5900-6050  
(1.5 miles) .

Within the control of **Quay County** in Quay County, New Mexico.

**DONE AND RESOLVED** this 13<sup>th</sup> day of July 2016.

  
*Franklin McCasland*  
Franklin McCasland, Chairman

*Sue Dowell*  
Sue Dowell, Member

*Mike Cherry*  
Mike Cherry, Member

Attest:

*Veronica Marez*  
Veronica Marez, Quay County Clerk

Contract No. \_\_\_\_\_  
Vendor No. 54395  
Project No. SB-7737(950)17  
Control No. L400311

## COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this 13 day of July, 2016 between the NEW MEXICO DEPARTMENT OF TRANSPORTATION ("Department") and the QUAY COUNTY, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

### SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SB-7737(950)17**, Control No. **L400311**, and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

### SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One Hundred Forty One Thousand, Five Hundred Fifty Nine Dollars (\$141,559.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$106,169.00**

**Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county**

**roads .**

- b. The **Public Entity's** required proportional matching  
Share shall be **25%** **\$35,390.00**  
For purpose stated above
  
- c. **Total Project Cost** **\$141,559.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Forty One Thousand, Five Hundred Fifty Nine Dollars (\$141,559.00)**.

**SECTION THREE – THE PUBLIC ENTITY SHALL:**

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. In the event a contract term extension is needed, provide written notice to the Department sixty (60) days prior to the expiration date identified in Section 17 below to ensure timely processing.
4. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
5. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
6. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
7. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character

brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

8. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  - a. Utility Certification,
  - b. Drainage and storm drain design,
  - c. Geotechnical design,
  - d. Pavement design,
  - e. Environmental and archaeological clearances Certification,
  - f. Right-of-way acquisition Certification,
  - g. Hazardous substance/waste site(s) contamination,
  - h. Railroad Certification,
  - i. Intelligent Transportation System (ITS) Certification
9. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
10. Obtain all required written agreements or permits, when applicable, from all public and private entities.
11. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
12. Complete the project within 18 months of approval of funding by the State Transportation Commission.
13. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
14. Within thirty (30) days of completion, provide written certification that all work under this

Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the "**Project Certification of Design, Construction, and Cost**," form, which is attached as Exhibit A.

15. Within thirty (30) days of completion, furnish the Department an "**AS BUILT Summary of Costs and Quantities**" form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in "**Project Certification of Design, Construction, and Cost**" form.
16. Failure to provide the "**Project Certification of Design, Construction, and Cost**" form and an "**AS BUILT Summary of Costs and Quantities**" report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
17. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

**SECTION FOUR – THE DEPARTMENT SHALL:**

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section Two, Paragraph 1b.

**SECTION FIVE – BOTH PARTIES AGREE:**

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program

requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

#### **SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public, or any member thereof, a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

#### **SECTION SEVEN – PROJECT RESPONSIBILITY:**

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

#### **SECTION EIGHT – JURISDICTION:**

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

#### **SECTION NINE – NEW MEXICO TORT CLAIMS ACT:**

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

**SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:**

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

**SECTION ELEVEN –LEGAL COMPLIANCE**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

**SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:**

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

**SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:**

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

**SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

**SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:**

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

**SECTION SIXTEEN – TERMS OF THIS AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

**SECTION SEVENTEEN – TERM:**

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on **December 31, 2017**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

**SECTION EIGHTEEN – TERMINATION:**

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

**SECTION NINETEEN – SCOPE OF AGREEMENT:**

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

**SECTION TWENTY – SEVERABILITY:**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

**SECTION TWENTY-ONE – APPLICABLE LAW:**

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1(G) NMSA 1978.

**SECTION TWENTY-TWO – AMENDMENT:**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

**QUAY COUNTY**

By: Richard A. Poirier Date: 7-13-14  
County Manager

**ATTESTED**

By: Ellen L. White Date: 7-13-14  
County Clerk



**EXHIBIT A  
PROJECT CERTIFICATION OF  
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this agreement and in the Local Government Road Fund Project Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the **Public Entity** share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

RESOLUTION NO. 4

## PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHERE AS, the total cost of the project will be **\$253,004.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$189,753.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$63,251.00**

TOTAL PROJECT COST IS **\$253,004.00**

Quay County shall pay all costs, which exceed the total amount of **\$253,004.00**.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, **Quay County** qualifies for the Match Waver because Quay County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

That **Quay County** requests a Match Waiver in the amount of **\$63,251.00** for LGRF Project for year 2016-2017 to

**SCOPE:** Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

**TERMINI:** QR-BH Block 2700-3230 (5.3 miles); QR R Block 8420-8750 (3.3 miles) .

Within the control of **Quay County** in Quay County, New Mexico.

**DONE AND RESOLVED** this 13<sup>th</sup> day of July 2016.



*Franklin McCasland*  
Franklin McCasland, Chairman

*Sue Dowell*  
Sue Dowell, Member

*Mike Cherry*  
Mike Cherry, Member

Attest:

*Veronica Marez*  
Veronica Marez, Quay County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

## RESOLUTION NO. 5

### PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR MATCH WAIVER ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, **Quay County** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHERE AS, the total cost of the project will be **\$124,483.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$93,362.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$31,121.00**

TOTAL PROJECT COST IS **\$124,483.00**

Quay County shall pay all costs, which exceed the total amount of **\$124,483.00**.

WHEREAS, NMAC 27.3.8 allows Public Entities who are experiencing financial hardship to apply for a Match Waiver of all or part of the above mentioned Public Entity match.

WHEREAS, **Quay County** qualifies for the Match Waiver because Quay County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money.

NOW, therefore, be it resolved in official session that **Quay County** determines, resolves, and orders as follows:

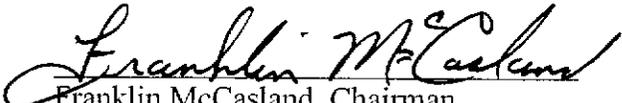
That **Quay County** requests a Match Waiver in the amount of **\$31,121.00** for LGRF Project for year 2016-2017 to

**SCOPE:** Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

**TERMINI:** QR 42 Block 2200-2250 (.50 miles); QR U Block 4200-4400 (2 miles);  
QR 60 Block 4000-4075 (.75 miles); North Rock Island Block  
2970-3030 (.60 miles)

Within the control of **Quay County** in Quay County, New Mexico.

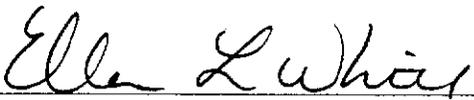
**DONE AND RESOLVED** this 13<sup>th</sup> day of July 2016.

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, Quay County Clerk





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

CDBG Project Number 14-C-RS-I-01-G-01

## RESOLUTION # 6 ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS

**WHEREAS**, municipalities or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

**WHEREAS**, the County of Quay (hereinafter referred to as the County) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

<b>Citizen Participation</b>	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
<b>Fair Housing</b>	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
<b>Residential Anti-Displacement &amp; Relocation Assistance</b>	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
<b>Section 3</b>	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community

**Procurement**

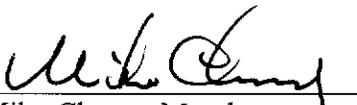
certifies that the County will comply with the New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG Projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the County adopts the above CDBG certifications and commitments that must be adopted annually.

**PASSED, APPROVED, SIGNED, AND ADOPTED** at a duly called and convened regular meeting of the governing body of the County of Quay this 13<sup>th</sup> day of July, 2016.

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, Quay County Clerk





FISCAL YEAR 2016-2017

RESOLUTION NO. 7

## Exhibit 1-O

A resolution of the Commissioners of the County of Quay, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

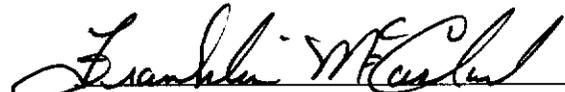
WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

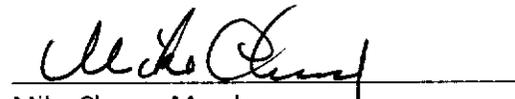
WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

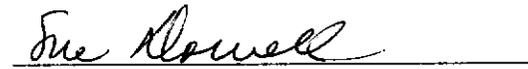
NOW, THEREFORE, BE RESOLVED THAT the Commissioners of the County of Quay hereby wish all persons living, working, doing business in or traveling through this (city/town/county) to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the County of Quay to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the County of Quay will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the County of Quay shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the County of Quay shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

PASSED AND ADOPTED BY THE Commissioners of the County of Quay on this 13th day of July, 2016.

  
Franklin McCasland, Chairman

  
Mike Cherry, Member

  
Sue Dowell, Member

ATTEST:

  
Veronica Marez, Quay County Clerk



**QUAY COUNTY  
FISCAL YEAR 2016-2017  
RESOLUTION NO. # 8  
Citizen Participation Plan**

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, Quay County has prepared and adopted this Citizen Participation Plan.

Objective A

Quay County will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

Quay County will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

Quay County will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

#### Objective D

Quay County will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
  - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
  - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

#### Objective E

Quay County will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

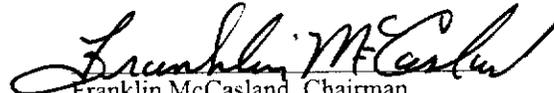
#### Objective F

Quay County will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

PASSED, APPROVED, and ADOPTED this 13<sup>th</sup> day of July 2016.

BOARD OF COMMISSIONERS  
OF QUAY COUNTY:

  
  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, County Clerk



QUAY COUNTY  
FISCAL YEAR 2016-2017  
RESOLUTION NO. 9

## Residential Anti-Displacement and Relocation Assistance Plan

### I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, Quay County must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps Quay County will take to minimize displacement.

### II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

### III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. Quay County Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

### IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within **Quay County** to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the **Quay County** has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the **Quay County** and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before the **Quay County** enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the **Quay County** must make public and submit in writing to State of New Mexico

Department of Finance and Administration Local Government Division the following information:

- 1 A description of the proposed assisted activity;
- 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
- 3 A time schedule for the commencement and completion of the demolition or conversion;
- 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
- 5 The source of funding and time schedule for the provision of replacement dwelling units;
- 6 The basis for concluding that each replacement unit will remain a lower-income

7 dwelling unit for at least 10 years from the date of initial occupancy; and Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within Quay County. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in the Quay County and the number of eligible families on the Section 8 waiting list.

#### V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
  - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
  - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Quay County must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the  
  
"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within Quay County.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

#### VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the Quay County for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the Quay County or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the Quay County determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The Quay County determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

## VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

### VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
  - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
  - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the Quay County covering the rehabilitation or demolition.

### IX. Grievances

The **Quay County** will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.

- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The **Quay County** herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

**PASSED, ADOPTED and APPROVED** this 13<sup>th</sup> day of July 2016.

Board of Commissioners:  
Of Quay County:

  
Franklin McCasland, Chairman

  
Mike Cherry, Member

  
Sue Dowell, Member

Attest:

  
Veronica Marez, County Clerk



**QUAY COUNTY**  
**FISCAL YEAR 2016-2017**  
**Resolution # 10**  
**SECTION 3 PLAN WITH REQUIRED ELEMENTS**

Quay County is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

Quay County has appointed Darla Munsell as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the . Documentation of efforts will be retained on file for monitoring by the state.

Therefore, Quay County shall:

1. Hiring
  - a. Advertise for all Quay County positions in local newspapers
  - b. List all Quay County job opportunities with the State Employment Service
  - c. Give preference in hiring to lower income persons residing in Quay County. This means that if two equally qualified persons apply and one is a resident of the **County of Quay** and one is not, the resident will be hired
  - d. Maintain records of Quay County hiring as specified on this form

ANTICIPATED HIRING YEAR			2016-2017	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income County/Municipality Residents	# of Positions Filled	Positions Filled by Lower Income County/Municipality Residents
Emergency Management Coord	1	1	1	1
Admin. Asst.	1	1	1	1
Detention Center	1	1	1	1

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

- a. **Quay County** will compile a list of businesses, suppliers and contractors located in **Quay County**.
- b. These vendors will be contacted for bid or quotes whenever the **County/Municipality** requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within **Quay County** and one from outside **Quay County** the contract will be awarded to the business located within the community.

### 3. Training

**Quay County** shall maintain a list of all training programs operated by **Quay County** and its agencies and will direct them to give preference to **Quay County** residents. **Quay County** will also direct all CDBG sponsored training to provide preference to **Quay County** residents.

### 4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Quay County shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

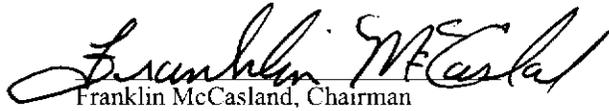
Quay County will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

#### LOWER INCOME CLARIFICATION

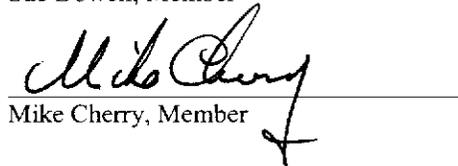
A family who resides in and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for Quay County. Information contained in our Section 3 Plan reflects the status of Quay County employees regarding lower income considerations based on their salary paid by Quay County.

**PASSED, APPROVED, and ADOPTED** this 13<sup>th</sup> day of July 2016.

#### BOARD OF COMMISSIONERS OF QUAY COUNTY:

  
Franklin McCasland, Chairman

  
Sue Dowell, Member

  
Mike Cherry, Member

Attest:

  
Veronica Marez, County Clerk

**QUAY COUNTY  
FISCAL YEAR 2015-2016  
RESOLUTION No. 34**

Authorization of Budgetary Increase to **DWI Distribution (Fund 622)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on July 11, 2016 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase:

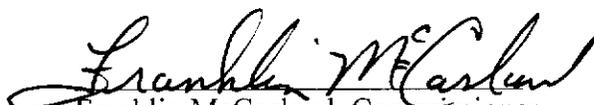
**State Fund 218  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
<b>622-00-37070 DWI Distribution</b>		<b>\$1,898.24</b>
<b>622-12-48900 Minor Equipment</b>	<b>\$1,898.24</b>	

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Distribution above Projected Revenue**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

DONE at Tucumcari, County of Quay, New Mexico this 11<sup>th</sup> day of July, 2016.

  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

  
Mike Cherry, Commissioner

ATTEST:

  
Veronica Marez, County Clerk