



QUAY COUNTY GOVERNMENT
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
NOVEMBER 13, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 23, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Angie Coburn, Presbyterian Medical Services, Central Region Director**
 - Presentation of **Monthly RPHCA Reports**
 - Request Approval of **PMS Agreement**
- II. **Judge Albert "Scooter" Mitchell, Court Officials, 10th Judicial District Court, & Russell Shafer, Quay County Sheriff**
 - Request Discussion for **Quay County Courthouse Security**
- III. **Pat Vanderpool, Executive Director, Greater Tucumcari EDC**
 - Presentation of **Economic Development Quarterly Report**
- IV. **Russell Shafer, Quay County Sheriff**
 - Presentation of **Sheriff's Report**
- V. **Patsy Gresham, Quay County Treasurer**
 - Request Approval of **FY2017-2018 Resolution No. 17 - Tax Payments**
- VI. **Curtis Simpson, Quay County Emergency Management Coordinator**
Request Approval of the **2014 Hazard Mitigation Grant Amendment**
- VII. **Darla Munsell, CDBG Coordinator**
 - Request Approval of **Agreement with Sites Southwest for Comprehensive Plan Update**



DOC HCM-00428

11/27/2017 01:02 PM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County_Cle

Pages 94



VIII. Donald Adams, Quay County Fire Marshal

- Request Approval of **Porter Fire Department Receipt of Fire Engine from the City of Clovis**
- Request Approval of **Bard-Endee Fire Department Receipt of Ambulance from the City of Clovis**

IX. Ellen White, Quay County Clerk

- Request Approval of **Resolution No. 16 - Designating Polling Places for Election Cycle 2018-2019**

X. Larry Moore, Quay County Road Superintendent

- **Road Update**

XI. Richard Primrose, Quay County Manager

- Request Approval of **Ordinance 53 Amending Ordinance 51**
- Request Approval of **Easement**
- **Correspondence**

XII. Request Approval of Accounts Payable

XIII. 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

1:00 P.M. Work Session

Discussion of Quay County Policy

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

November 13, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 13th day of November, 2017 at 9:00 a.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, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Gail Houser, Tucumcari Mainstreet Director
Daniel Zamora, Quay County Rural Addressing
Russell Shaffer, Quay County Sheriff
Patrick Vanderpool, Executive Director, Greater Tucumcari EDC
Lucas Bugg, Quay County Resident
Donald Adams, Quay County Fire Marshal
Darla Munsell, Quay County CDBG Administrator
Dennis Townsend, 10th Judicial District Court Security Officer
Curtis Simpson, Quay County Emergency Management Coordinator
Jackie Van Sweden, Quay County Resident
Albert Mitchell, Jr., 10th Judicial District Judge
Angie Coburn, Presbyterian Medical Services, Central Region Director
Renee Hayoz, Presbyterian Medical Services Administrator
Patsy Gresham, Quay County Treasurer
Cheryl Simpson, Quay County Manager's Office
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Lucas Bugg led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the October 23, 2017 regular session as presented. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

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

PUBLIC COMMENTS:

Jackie Van Sweden, whose residence is 3237 Quay Road 72, expressed concern regarding the disrepair of Quay Road 72 that leads to her home. Van Sweden said after she contacted the county last month regarding the blade operator damaging the road, no repairs have been made and no one from the County has contacted her with a solution or plan. The Board of Commissioners assured Ms. Van Sweden someone would be out to her residence this week.

Gail Houser, Executive Director of Tucumcari Mainstreet presented information regarding a Small Business workshop. Houser stated the workshop will be held on December 6, 2017 from 9:00 a.m. to noon at the North American Wind Research Center at Mesalands Community College. Houser encouraged anyone interested in the growth of Small Businesses in Quay County to attend.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Angie Coburn, Presbyterian Medical Services, Central Region Director and Renee Hayoz, Presbyterian Medical Services Administrator presented the monthly RPHCA Report for the time period ending October 31, 2017. Coburn stated Renee Hayoz is the newly hired Administrator and has been on staff a little over two weeks. A copy of said report is attached to these minutes.

County Manager, Richard Primrose presented the Professional Medical Services Agreement between Quay County and Presbyterian Medical Services for approval. Primrose stated these services are specific to the need of the inmates in the Quay County Detention Center. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of said Agreement is attached to these minutes.

Tenth Judicial District Judge, Albert Mitchell, Jr. and Court Security Officer, Dennis Townsend addressed the Board of Commissioners regarding the lack of security at the Quay County Courthouse. Judge Mitchell stated that currently, people entering the District Courtroom are required to go through electronic screening devices on the second floor. Mitchell stated that with recent violent attacks of public places, it would be in the best interest of Quay County to lock the front entrances to the Courthouse. This would require everyone to enter through the north entrances and proceed through a screening process. Judge Mitchell said he believes a system can be put in place without any capital costs to the County.

Townsend added, the employees of the Courthouse are not the only people at risk of a violent attack, but the patrons that visit on a daily basis are even more at risk due to the fact they are

unaware of volatile situations that arise in the building. Currently second floor visitors are not allowed in with purses, handbags, brief cases or backpacks. Those items must be returned to their vehicles and are often being left at offices on the first floor until a person leaves court. Townsend said the Sheriff has purchased lockers that will begin to be utilized immediately on the first floor for people needing to leave items elsewhere while they are in court.

Quay County Sheriff, Russell Shaffer asked the Commissioners if they had any idea what other counties have in place as far as security. Shaffer said he, along with Townsend and Mitchell want to work with the Commissioners to develop a plan for controlled access.

Commissioner Dowell asked if it was a possibility to have a screening unit at the front door and also at the north entrance. Townsend responded that would create a need for additional officers to man both screening devices.

Commissioner Cherry asked if they had a written plan for this process for the Commissioners to look at or is this something they just want to test out. Judge Mitchell said they would like to try a process for a while and see how it works. Commissioner Cherry asked if the screening would be in affect only during days that court was in session. Judge Mitchell replied it would be every day during the open hours of the building. Cherry asked if this is going to require a full time deputy, it would be costing additional money as Shaffer would need to hire an extra deputy or pull one off patrol to do this job. Shaffer agreed that perhaps it would require an additional person at some point. Shaffer said he wanted to try to man the security check points on a rotation to begin with and determine if additional personnel will be required.

Judge Mitchell said just the presence of the screening devices changes the demeanor of people regardless of whether someone is there to initiate the personal contact. Mitchell said occasionally the check points will not be manned due to lack of personnel.

Townsend requested the Commissioners allow them to set up a trial for the screening and see how it affects the people and get some feedback before developing a formal written policy.

Chairman McCasland asked them to address the issue of the domestic violence classes that are held in the evenings and how this will affect voters. Commissioner Cherry echoed the concerns of voters being screened.

Quay County Clerk, Ellen White said she had several statutory and federal obligations to uphold regarding early voting. White's concerns included the perception of voter intimidation, providing an unobstructed polling place to voters with free ingress and egress and the lack of complying with regulations regarding polling places being able to handle heavy traffic volumes with minimum discomfort to voters. White said all of her concerns are based off regulations that have to be adhered to. White said another concern is the long hours during an election day and Saturdays when voters are required by law to have access to the County Clerk's Office for voting questions. White said a similar effort was launched in Lincoln County but a threatened Federal Lawsuit stopped the plan.

Judge Mitchell suggested signage during voting that would allow people to enter through security without search and seizures processes if they are in the building to vote. White added, she agreed additional security and procedures are probably required for Court, however she doesn't believe the Administration Offices can remain in a building that requires it for every person entering. Judge Mitchell agreed it would be a challenge.

Commissioner Cherry asked what the courthouse in Las Vegas, New Mexico does for court security. Judge Mitchell stated the Admin Offices are in a separate building. Cherry said Roosevelt, Curry and many others are also separate. Cherry said he would like to have time to investigate other entities and come back to the table during an open Work Session and present ideas and plans that can be discussed further.

Chairman McCasland stated the best solution is to have the two entities in separate buildings. Judge Mitchell agreed, stating funding is the primary reason that hasn't happened. McCasland said perhaps added security to individual offices needs to be looked into.

Commissioner Dowell asked White if her opposition was to the metal detector alone or if she had a concern with a person working on the first floor as a presence in the building. White said she didn't have a problem with the presence of security but believes the screening of individuals who are entering the building to vote will be perceived as intimidation, whether or not that's the intent. White fully supports closing the building during the lunch hour and says this issue has been discussed during safety meetings lately with Department Heads.

Chairman McCasland asked Judge Mitchell if he is satisfied with the security presently. Judge Mitchell and Townsend said they were not. They want security at all levels, not just the Courtroom.

County Manager stated another concern would be the use of the north door by inmates appearing in court. They will have to be re-routed through the sally-port!!

Sheriff Shafer thanked the Commissioners for listening to their concerns and said they would like to form a plan and move forward for controlled access of the building.

Commissioner Cherry said he would like to have the time to visit with other counties that have been presented with this issue and come back to the table with ideas and design a plan. Judge Mitchell asked if it was okay with the Board of Commissioners if he and Townsend spoke to the possibilities of the security with the NMAC Risk Management. The Board did not have a problem with reaching out to NMAC for assistance in planning.

Judge Mitchell stated if the Commission is satisfied with how things are currently being handled to let him know today that they aren't interested in alternative security measures. Mitchell said a lot of time and effort has been made towards securing the building. Commissioner Cherry said they are willing to discuss a formal plan after hearing what steps have been taken in other courthouses and not try and reinvent the wheel.

Commissioner Dowell said it is important to listen to the trained personnel that deal with security on this tough problem. Dowell said some plan is better than no plan.

Chairman McCasland stated he would like some time to reach out to other entities for procedures already in place in other buildings. McCasland agreed that the Courthouse needs to be and should be locked during the noon hour and stated that was an easy fix. McCasland asked Primrose and Shaffer to begin working on a solution to that issue immediately. McCasland stated the early voting process is a huge concern for him and encouraged them to work closely with County Clerk, Ellen White to figure out a solution.

As the item on the Agenda was for discussion only, County Manager Richard Primrose, Shafer, Townsend and Judge Mitchell agreed to gather more information. Chairman McCasland stated a work session will be slated when they are ready to present the information. Commissioners Cherry and Dowell, along with Chairman McCasland asked Primrose to proceed with a plan for locking doors at the Courthouse during the lunch hour.

Patrick Vanderpool, Greater Tuumcari EDC Executive Director presented the Quarterly Report. The following items were mentioned and the full report is attached to these minutes:

- Vanderpool was appointed to New Mexico Economic Development Corporation with term commencing on August 1, 2017
- LEADS Grant FY18 Update
- US Department of Interior National Park Service re-development plan of Tuumcari Five Mile Park
- ACT Work Ready Communities
- Retail Stores/Online Sales
- Truck terminal and corridor redevelopment project
- Legislative Forum to be held December 4 at Mesalands Wind Research at 6:00 p.m.
- NM Edge Curriculum development of the Community and Regional Economic Development Certification Program
- Greater Tuumcari EDC Quarterly Report ending September 30, 2017

Commissioner Dowell expressed a concern over the lack of quality child care in Quay County. Dowell said she had been approached by three women stating they have a desire and need to join the workforce but the fact they can't find child care prevents them from working. Dowell suggested contacting Representative Rebecca Dow, who is an advocate for child care and involved in the state agency that oversees daycare centers. Commissioner Dowell encouraged Vanderpool to reach out to Representative Dow for ideas. Vanderpool encouraged Dowell to attend the meeting on December 4th and present her concerns and ideas.

Quay County Sheriff, Russell Shafer presented the October 31 monthly activity report of his office. The report is attached and made a part of these minutes.

Chairman McCasland called for a ten minute break. Time noted 10:35 a.m.

Return to regular session. Time noted 10:45 a.m.

Patsy Gresham, Quay County Treasurer requested approval of FY2017-2018 Resolution No. 17; Authorization to Collect Property Taxes Where Total Due is Under Ten Dollars (\$10.00) in a Single Payment. Gresham explained this process allows the tax notices under \$10.00 to be due in full during the first half payment collections. Taxpayers would have the option of splitting the payments into halves but the notices generated would ask for it in its entirety. Commissioner Cherry stated his only concern is the Resolution states this can be done by Ordinance, which requires publications and public hearings. Commissioner Cherry asked Gresham to draft the Ordinance and publicize it accordingly and present it at the next meeting for approval.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to take no action at this time. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Curtis Simpson, Quay County Emergency Management Coordinator requested approval of the 2014 Hazard Mitigation Grant Amendment. The Amendment allows for the deadline to be changed to June 20, 2018. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Grant Amendment. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of this Amendment is attached and made a part of these minutes.

Darla Munsell, Quay County CDBG Coordinator requested approval of the Agreement with Sites Southwest for the update of the Quay County Comprehensive Plan. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". The Agreement is attached to these minutes.

Quay County Fire Marshal, Donald Adams requested approval of the following donated items from the City of Clovis:

- 1996 Pumper Fire Engine to Porter Fire District
- 2008 Ambulance to Bard-Endee Fire District

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to accept and approve the donations from the City of Clovis. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Ellen White, Quay County Clerk presented FY2017-2018 Resolution No. 16; Designating Polling Places for the 2018-2019 Election Cycle. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent, gave the following update on projects:

1. Received executed Agreements for 2018 LGRF Projects.
2. Sent in the signed Extension Agreements for 2017 CAP and School Bus Projects.

3. Sent in request for millings to proceed with the 2016-2017 School Bus Project. (Route 66 and Quay Road K)
4. OCCAM Engineers, Inc. started the Environmental Studies for the 2017-2018 Projects.
5. Crews have completed work on Quay Road BH.
6. Equipment is being serviced before moving it to Quay Road R to complete the CAP Projects.
7. Upon receipt of the donated millings, crews will then move to the San Jon area for the project on Route 66 and Quay Road K.
8. Environmental studies are being conducted to place millings on 3.4 miles of roadway in various areas. Millings will be used due to the lack of caliche in those areas.
9. An RPO meeting was held in Tucumcari and Moore, along with Primrose, attended. Procedures to request millings were discussed.
10. Blade Reports were distributed.
11. Will be meeting with representatives from NextEra regarding roads for their project. Primrose stated an Agreement will be on the Agenda at the next meeting for approval between Quay County and NextEra.

Richard Primrose, Quay County Manager presented the following items for approval:

1. Requested approval of Ordinance No. 53; Amending the name of the Lessee in Ordinance No. 51 from New Mexico Wind Energy LLC to FPL Energy New Mexico Wind LLC.

Chairman McCasland opened the floor for discussion of Proposed Ordinance No. 53 for public comments and input. Having none, Chairman McCasland closed the Public Hearing portion for comments.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Ordinance No. 53 as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". The copy of Ordinance No. 53 is attached to these minutes.

2. Requested approval of the Easement between Phillip H. Bidegain, successor trustee of the Phillip B. Bidegain and Yetta Hoover Bidegain Revocable Trust and Quay County for access to the county tower located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 11 North, Range 31 East. (Tucumcari Mountain).

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Easement as presented. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". The original Easement will be filed in the Real Estate Records of the County Clerk's Office and attached to these minutes.

Primrose presented the following correspondence:

1. The courthouse will be closed November 23-24 for the Thanksgiving Holiday.
2. Auditors are expected to be ready for the exit conference on November 27 during the regularly scheduled meeting.

Commissioner Dowell expressed a concern over the Quay County Website being antiquated and reported all search engines could not locate it. Dowell said she has requested the Website being updated and suggested enlisting a vendor to assist with the creation of a new Website. Curtis Simpson, who currently tries to maintain the Website, said the IP Address incurred a problem and he is working to resolve the search engine issues. Primrose stated he would seek a vendor to develop a new Website for Quay County at the direction of the Commissioners.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell. SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending November 10, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

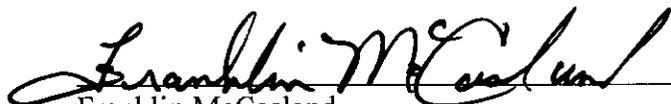
NONE

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 11:45 a.m.

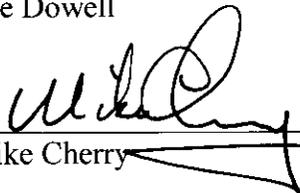
It was noted the Commissioners will conduct a review of policies in a Work Session beginning at 1:00 p.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	18774
Reporting Site: Quay County Family Health Center		Report Month/Year:	10/01/17
Action Plan Item		Actual Monthly Level	
Encounters	Total Number of Primary Care Encounters	500	
	By Provider Type:		
	Physician Encounters	7	
	Midlevel Practitioner Encounters	493	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	35	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	184	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters	116	
Medicare Encounters	161		
100% Self Pay (non-discounted/non-3 rd party) Encounters	4		
Unduplicated Numbers of Users	Total # of unduplicated users	153	
	At or Below Poverty	107	
	Between Poverty and 200% of Poverty	41	
	Above 200% of Poverty	5	
Staffing Level	Administrative Staff	2.7	
		Clinical FTEs	Admin FTEs
	Physicians	0.05	0.15
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
Clinical Support Staff		2	
All Other Staff		0.5	
Financial Information	Please enter the month being reported: September		
	Total Primary Care Revenues - all sources	80,730	
	Sliding Fee Revenues - Medical	-864	
	Sliding Fee Revenues - Dental		
	Medicaid Revenues - Medical	32,936	
	Medicaid Revenues - Dental		
	County Indigent Fund Revenues		
	Other 3 rd Party Revenues	10,105	
	Medicare Revenues	18,798	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	-45	
	Contracts/Grants Revenues (including RPHCA)	19,800	
	Total Primary Care Expenditures	60,989	
	Total Primary Care Charges	86,661	
	Sliding Fee Discounts - Medical	8,921	
	Sliding Fee Discounts - Dental		
Prepared by: Angela Coburn		11/6/2017	

Clinic/Program Name: Quay County Family Health Center
Month Reported: October

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.

- 1. Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**

No change in services provided during September

- 2. Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**

There were no difficulty providing services.

- 3. Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**

Encounters were 119% of budgeted projection for the month. YTD we are at 86%

- 4. Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**

Administrator retired effective 06/02. Interim administrator has been the central region director. New administrator started 10/16/17.

- 5. Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**

TOC MA-position is still vacant but new staff will start 11/13.

New administrator will start 10/16.

- 6. Were there any changes to the hours? Explain.**

None

- 7. What efforts did you make to collaborate with local and statewide entities?**

-Staff volunteered to man a water station for the Quay County Health Council 5K Fun Run on 10/7. We donated the water.

-Region Director attended AAA Advisory Meeting on 10/19

-Region Director introduced new administrator to County Manager on 10/26

-Staff participated in the Quay County Home Visiting Program Trunk or Treat activity on 10/31

8. Please describe any methods for increasing clinic utilization that your program and staff are engaging in.

Site continues to provide care at the Quay County Detention Center in addition to the patients seen at Quay County Family Health Center.

9. Please describe the outreach activities your program and staff provided to the community during the month reported.

-We are working at rescheduling senior center visits again in Tucumcari and San Jon.

10. Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.

None at this time.

Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.

Next meeting scheduled for November 17, 2017

PROFESSIONAL MEDICAL SERVICE AGREEMENT

This agreement is made the 13 day of November, 2017 between Quay County, New Mexico, hereinafter referred to as "County", and Presbyterian Medical Services, hereinafter referred to as "Contractor".

WHEREAS, Contractor is qualified to provide certain health care services to Quay County Detention Center adults and,

WHEREAS, the County does not have sufficient existing staff to provide such services, and

WHEREAS, it would be in furtherance of the public security and welfare for the Contractor to provide the services as set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Contractor shall provide basic medical assessments and evaluations for detainees at the Quay County Detention Center. Contractor shall make referrals as necessary.
2. **Payment.** Payment of the County of the Contractor's compensation shall be paid monthly upon receipt of invoice. Contract will be reviewed and/or approved on a yearly basis by both parties.
See Attachment.
3. **Status and Term.** Contractor shall perform services as an independent Contractor and is not authorized to act as an agent of Quay County. Contractor will not be entitled to any fringe benefits available to employees of Quay County. Contractor will be obligated to pay all taxes on compensation received pursuant to this agreement. Services shall be coordinated with the Quay County Detention Administrator. This agreement shall be terminated by either party upon 30-day written notice. However, Quay County reserves the right to terminate this contract prior to its stated termination date if determined that the Medical Service Provider's services are unacceptable. This determination is at the sole discretion of the Quay County Board of Commissioners. Termination on these grounds require no advance notice. Quay County will indemnify and hold harmless the Contractor from all claims, losses and liabilities arising out of this agreement except those resulting from the Contractor's own negligence/intentional acts or omissions.

This agreement shall remain in full force and effective for a period of four (4) years beginning thirty days from approval.

4. **Employees of Contractor.** All persons retained by the Contractor to render the services required by this agreement shall be employees of the Contractor and shall be

solely responsible for their acts, their compensation and all taxes associated with their employment of the Contractor.

5. **Confidentiality**. Any confidential information to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization, except when required by law, without the prior written approval of Quay County or the detainee as the case may be.
6. **Assignment or Transfer**. Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without prior written approval of the County. Contractor may, with the approval of the Quay County Detention Administrator, assign another medical professional to provide services if the Contractor is unavailable.
7. **Deliverables**. Attachment to contract is a list of deliverables from both parties 'County' and 'Contractor'.
8. **Entire Agreement**. This contract contains the entire agreement between both parties and shall not be modified in any manner except by an instrument in writing by the parties hereto their respective successors in interest.
9. **Governing Law**. The contract shall be governed by the laws of New Mexico. In the event legal proceedings are instituted to enforce its terms, the prevailing party shall be entitled to reasonable attorney fees and costs.

PASSED, APPROVED AND ADOPTED this 13 day of November, 2017.

CONTRACTOR:

PRESBYTERIAN MEDICAL SERVICES

Steve Hansen, President

COUNTY:

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland

Franklin McCasland, Chairman

Sue Dowell

Sue Dowell, Member

Mike Cherry

Mike Cherry, Member



ATTEST:

Ellen White

Ellen White, Quay County Clerk

**PROFESSIONAL MEDICAL SERVICE AGREEMENT
ATTACHMENT**

1. **Deliverables.**

“County”

- “County” will assign one medically trained staff member to train Detention staff on proper administration of medication to detainees.
- “County” will provide any necessary examination area and incidental supplies necessary for the examination to perform this agreement.
- Same staff member will ensure all County staff are following proper HIPAA guidelines.
- “County” will provide a medical liaison officer to assist in communicating with the Contractor.
- Only trained Detention staff will be allowed to assist “Contractor” with detainee appointments.
- Transportation to all offsite medical appointments are the responsibility of the “County”
- The appropriate trained Detention staff member will coordinate all visits from the provider.
- Only appropriately trained Detention staff have the authority to dispense medication to detainee population.
- “County” is responsible for keeping all documents of medically trained Detention staff and is responsible for all updates.
- “County” is responsible for all first aid kits being up to date and in compliance. These kits should be audited once a month by authorized Detention staff. It is the responsibility of the Detention staff to ensure that the “Contractor” approves all first aid kits once a year. Detention staff will keep on file all proper documentation in reference to the first aid kits.
- “County” will ensure that all after hour admittance have a proper clearance with the appropriate documentation on file for each resident.
- “County” is responsible for the proper disposal of biohazard materials.

“Contractor”

- “Contractor” will provide and supervise non-emergency care for the residents.
- “Contractor” will provide emergency treatment in his place of business during office hours on a priority basis. This will be billed and paid under **#2 Payment**.
- “Contractor” will provide two (2) visits to the Detention Center per week to render medical services by licensed staff, including physical examination, nursing and records supervision, and medical treatment to be scheduled in a manner which meets the requirements of the facilities and the professional and business obligations of the provider.

- “Contractor” will make referrals to the specialist and make appointments when specialized care is necessary as indicated from the medical exam by provider. Any referral will be managed for travel and payment by the County.
- “Contractor” will consult and provide assistance by telephone when requested as an on call noted under **#2 Payment**.
- “Contractor” will administer immunizations or treatment for exposure to contagious diseases to the Detention staff as required by law or regulation. The cost to be borne by Quay County.
- “Contractor” shall provide basic medical assessments and evaluations for detainees at the Detention Center. Such services shall be within 72 hours of incarceration, and make referrals as necessary.
- “Contractor” must provide proof of New Mexico License.
- “Contractor” will not treat any mental health patients without proper written release from the authorized mental health provider unless in an emergency.
- “Contractor” will provide his/her own transportation.
- “Contractor” will provide their own liability insurance certificate.

Any confidential information provided to or developed by the service provider in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the County or resident as the case may be.

Any additional services will be considered and should be made part of the proposal.

“Billings and Payment”

- Payment of the County of the Contractor’s compensation shall be paid monthly upon receipt of an invoice.
- Payment #1 A minimum of Two (2), one (1) hour visits a week at \$200 a visit for 52 weeks as needed. Contractor agrees if they are contacted 2 hours in advance, not to come for visit as there are no patients, Contractor will not bill for that visit. Cost cap up to \$20,800 per year.
- Payment #2 Contractor will provide for four (4) hours a month of on-call during Contractor’s regular office hours at the rate of \$180 per hour. Contractor will provide cell number for these calls, however the provider will not have set hours for calls. Contractor will not invoice if no calls taken. Cost cap up to \$8,640 per year.
- Contract payment total of \$58,880 invoiced monthly in 24 payments by the 5th of each month and reviewed monthly for approval by County for payment.
- All medication and any other services not outlined in this agreement will be at the “County” expense.

**LEADS GRANT FY18 – Greater Tucumcari
Economic Development Corporation**

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico **Economic Development Department**, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary, hereinafter referred to as the SECRETARY, and **Greater Tucumcari Economic Development Corporation** hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Department of Economic Development has appropriated and authorized the DEPARTMENT who has established the Local Economic Assistance & Development Support Program (LEADS) to facilitate the recruitment, retention/expansion, and creation of economic based jobs to qualified communities.

WHEREAS, LEADS encourages and supports New Mexico communities in their efforts to create new jobs, emphasizes the importance of recruitment and retention/expansion and start-up activities; develop the tax base and encourage business development; and

WHEREAS, the assistance provided by this initiative will result in job creation and in turn increase community pride, and long-term, sustained success that will improve the community's and the State of New Mexico's overall economic condition far in excess of the State's contribution. The DEPARTMENT has allocated **Ten Thousand Dollars (\$10,000.00)** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, **attached hereto as Exhibit A** and made a part of this Agreement. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.

- B. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.

- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any funds found to be expended for other purposes shall be repaid to the DEPARTMENT.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **June 30, 2018**.
- B. In the event that, due to unforeseen circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** –The GRANTEE will receive a copy of grant agreement via e-mail and will be asked to print, sign, and return (3) original documents to the DEPARTMENT by the date specified in the e-mail correspondence. (The Grantee is typically given 15 working days to return the signed grant agreements.) Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to Department**
The DEPARTMENT will send an e-mail notifying the GRANTEE that the grant agreement has been fully executed and will be mailed out. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. Upon notification by NMEDD that the final report and any required deliverables have been accepted, Grantees may request payment for the grant award by submitting an invoice for reimbursement. Invoices must be received on or before **May 2, 2018**. **No more than two (2) reimbursements will be made during the project.** The DEPARTMENT will request that an invoice be submitted electronically to the DEPARTMENT. (The Grantee is typically given 15 working days to submit the invoice to the Department via e-mail submission.) Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Final Report**

- Upon completion of the Scope of Work, Applicant must submit a final report to the Department. Final reports must be received on or before May 1, 2018. The final report will include project costs, the use of LEADS funds and matching funds; measures of project outcomes; and a description of project impact on the community. A template for this report will be sent to all grantees via e-mail. In order that the DEPARTMENT may adequately evaluate the outcome of the Grant Agreement, failure to submit this report by the requested deadline could jeopardize future funding.
- Grantees will provide NMEDD with documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed **Ten Thousand Dollars (\$10,000.00)**. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. All expenditures shall be included in the GRANTEE'S single audit for each fiscal year in which funds are expended. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI - APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

ARTICLE VII – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in Local Economic Assistance & Development Support Program Policy and Procedures Manual for FY 2017, and it understands that failure to do so could result in forfeiture of the grant award and permanent disqualification from the LEADS Program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- D. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- E. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- F. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this

Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- G. It will give an authorized representative of the DEPARTMENT, access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- H. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- I. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- J. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VIII – COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the GRANTEE.

ARTICLE IX – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE X – SPECIAL TERMS AND CONDITIONS

The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project.

Greater Tucumcari Economic Development Corporation
Patrick Vanderpool, Executive Director
PO Box 1392
Tucumcari, NM 88401
575-461-4079
Pat@tucumcariedc.com

ARTICLE XI – OTHER SPECIAL TERMS AND CONDITIONS

None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:
NEW MEXICO ECONOMIC DEVELOPMENT “DEPARTMENT”
By: [Signature] Date: 23-Oct-2017
“DEPARTMENT” Cabinet Secretary / Designee
DM

ACCEPTED AND AGREED:
Greater Tucumcari Economic Development Corporation “GRANTEE”
By: [Signature] Date: 8/25/17
“GRANTEE”

RECEIVED
AUG 31 2017
Economic Development
Office of the Secretary
[Signature]

Local Economic Assistance & Development Support Program (LEADS)

EXHIBIT A

PROJECT DESCRIPTION

Name of Grantee: Greater Tucumcari Economic Development Corporation

Amount: \$10,000.00

Scope of Work:

Building on our work through ACT's Certified Work Ready Community program, we intend to conduct the following key activities:

1. Employer outreach and needs analysis - We will engage key employers in the community, find out what keeps them up at night, and what skills they feel are lacking in their workforce. In many cases ACT has job profiles available which can be used for their existing positions.
2. Skills Mapping - Using aggregate data from skills assessments, develop a community skills map.
3. Skills gap analysis - By comparing the needs identified by employers we reach out to with scores on Work Keys Assessments (many of which have already been conducted) we can identify the mismatch and prioritize efforts to address the gaps.
4. Using existing curriculum, we will implement "on demand" customer service and employability skills training. Based on information we gain from employer outreach, we will identify the need for any specific technical skills training. We will work with Mesalands Community College and others to provide specific training where needed.
5. Placement - We will work with our county team partners, including the Department of Workforce Solutions, to provide placement for individuals and to assist employers in finding the ideal candidate for their openings based on assessment and matching skills to job requirements.
6. Job Forecasting - Key to success in workforce development is knowing what skills will be needed before they are needed, and in preparing the workforce for the jobs of the future. The jobs of today and tomorrow are more and more specialized requiring customized skills. We will work with our economic development partners to predict the jobs we can expect to see and prepare for them, again using the community skills map and gap analysis.

Budget:

Employer Outreach - \$2,500

Community skills map and gap analysis - \$2,000

Employability and customer service training - \$5,500

Timeline:

August 1, 2017 - November 30, 2017 - Conduct employer outreach

September 1, 2017 - December 31, 2017 - Skills mapping and gap analysis

October 1, 2017 - May 31, 2018 - Skills training



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatch Via Print

Purchase Order 41900-0000008588	Date 11-01-2017	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Chris P. Romero	Phone	Currency USD

Supplier: 0000048326
GREATER TUCUMCARI
ECONOMIC DEVELOP
CORP
PO BOX 1392
TUCUMCARI NM 88401-
1392
United States

Ship To: 41900
1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-
4147
United States

Origin:	EXE	Excl/Excl#:	13-1-98-A				
Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY18 LEDS; Grantee will facilitate the recruitment, retention/expansion, workforce development and creation of economic based jobs to qualified communities.		1.00	EA	\$10,000.00	\$10,000.00	11/01/2017

41900-18900-2010000000-535310- - - -118-B0000

Schedule Total	\$10,000.00
Item Total	\$10,000.00
Total PO Amount	\$10,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



United States Department of the Interior
NATIONAL PARK SERVICE
INTERMOUNTAIN REGION
12795 West Alameda Parkway
Lakewood, CO 80228



November 1, 2017

Mr. Patrick Vanderpool
Executive Director
Greater Tukumcari Economic Development Corporation
P.O. Box 1392
Tukumcari, NM 88401

Dear Mr. Vanderpool;

The National Park Service is pleased to announce the Tukumcari Five Mile Park Re-Development project has been selected to receive technical assistance from our Rivers, Trails & Conservation Assistance (RTCA) Program during the upcoming year. Five Mile Park has a great history and the community's interest in re-developing the park shows commitments to achieving success. Your focus on promoting healthy parks / healthy people and close to home recreation opportunities helped the application score well in our regional project selection process.

Based on the Greater Tukumcari Economic Development Corporation's application and our subsequent discussions, the assistance provided by RTCA will include:

- Assisting Tukumcari in developing and strengthening a "Five Mile Park Partnership" to lead in the visioning, site planning and eventual implementation of a Five Mile Park plan.
- Developing community outreach and engagement strategies for Tukumcari residents to become involved with Five Mile Park planning and possibly park stewardship.
- Incorporating public health goals into park planning.
- Creating a Five Mile Park Concept Plan that identifies facilities, amenities, potential new physical connections to the park and, potential funding sources for implementation.

RTCA technical assistance is represented by the time and resources staff invests in the project. We consider our working relationship to be a partnership in which we work with you to provide collaborative community-based planning. Collaborative planning is a cooperative process in which the project partners, often with widely varied interests, work together to seek solutions with broad support for common goals. RTCA expects project partners to contribute in-kind and financial support to the success of the project, and we ask the following of you and your project partners during our work together:

- Provide overall staff leadership throughout the various project components;
- Commit significant time and resources (in-kind, GIS, etc.), engage in the planning process, and provide a suitable location for project meetings;

- Acknowledge and credit NPS assistance in press releases, promotional materials, trail head and welcoming signage, maps, websites and publications such as newsletters, surveys, brochures, and final concept plans.

One of our initial steps will be meeting with you and the key project partners to develop a work plan which outlines roles and responsibilities for the partners along with a timeline for identifying milestones and deliverables.

RTCA recognizes that broad-based, community-driven planning projects involve significant public outreach and can take more than one year. If the project goals and outcomes are not realized during this federal fiscal year, you may request a second year of NPS assistance by submitting a Second Year Project Request Letter due by June 30, 2018.

Congratulations on your project award. We look forward to a successful year of collaboration with you and your partners. Attila Bality from our New Mexico Field Office will serve as project manager. Attila can be reached at (505) 270-5920 or attila_bality@nps.gov.

Sincerely,



Alan Ragins
Program Manager
Rivers, Trails & Conservation Assistance Program

Cc:
Jared Langegger, Tucumcari City Manager
Richard Primrose, Quay County Manager
Dr. Thomas Newsom, Mesalands Community College



State of New Mexico

Susana Martinez
Governor

August 1, 2017

Patrick Vanderpool
PO Box 802
Tucumcari, NM 88401

Dear Mr. Vanderpool,

I am pleased to take this opportunity to appoint you to the Economic Development Corporation, and do authorize and empower you to execute and fulfill the duties of that office according to the law, and to uphold said office with the rights and emoluments thereto legally appertaining unto you.

Your term commences on August 1, 2017. As a member of the partnership, you serve at the pleasure of the governor.

Sincerely yours,

A handwritten signature in cursive script that reads "SMartinez".

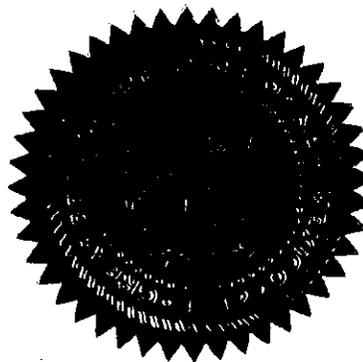
Susana Martinez
Governor

Attest:

A handwritten signature in cursive script that reads "Maggie Toulouse Oliver".

Maggie Toulouse Oliver
Secretary of State

SM/jtp



ACT Work Ready Communities Monthly Progress Report

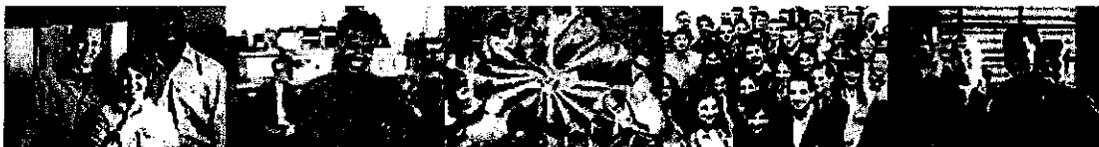
1 message

ACT Work Ready Communities <noreply@workreadycommunities.org>
To: Patrick Vanderpool <patvanderpool@gmail.com>

Fri, Oct 6, 2017 at 8:32 PM



Quay County, New Mexico



The ACT Work Ready Communities website data has been updated through September 2017.

Quay County Progress Toward Goals 

Current status: Certified, Maintaining

Employers Expiring in Next 30 days: 2

[View Quay County Dashboard.](#)

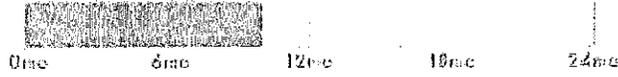
Workforce	Goal	Actual	
Emerging:	60	78	✓
Current:	16	94	✓
Transitioning:	59	76	✓
Employers:	12	12	✓
Total:	147	260	

Maintaining Goal	Goal	Actual
Improved Certificates	13	2

Quay County Progress

Pace

Time Elapsed: 10 months



Percent of Goals Attained: 86



If you are not the Work Ready Communities point-of-contact for Quay County, please contact mary.lewis@act.org.

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500 ACT Drive, Iowa City, IA 52243

QUAY COUNTY

ACT WORKKEYS NATIONAL CAREER READINESS CERTIFICATE [NCRC]

WORKFORCE		TOTAL NCRC	BRONZE NCRC	SILVER NCRC	GOLD NCRC	PLATINUM NCRC	NOT EARNED
Emerging	High School	61	22	32	7	0	-
	College	17	4	8	5	0	-
Current	Private	36	7	21	7	+	-
	Public	58	8	38	10	+	-
Transitioning	Adult Education	16	4	8	4	0	-
	Unemployed	60	19	37	4	0	-
	Recent Veteran	0	0	0	0	0	-
	Workforce category not identified	0	0	0	0	0	-
	Totals	248	64	144	37	+	-

The table above is a detailed breakdown of the same ACT WorkKeys NCRC data presented in the upper right box on this page and represents ACT WorkKeys NCRCs earned or improved throughout the community. All ACT WorkKeys NCRC data is updated monthly.

+ Value less than 4

NEW MEXICO EMPLOYERS IN QUAY COUNTY ARE RECOGNIZING THE ACT WORKKEYS NCRC IN SUPPORT OF THIS COUNTY ACHIEVING ITS GOALS

Dan C. Trigg Memorial Hospital

Arch Hurley Conservancy District

Quay County

Local Economic Assistance & Development Support Program (LEADS)

EXHIBIT A

PROJECT DESCRIPTION

Name of Grantee: Greater Tukumcarl Economic Development Corporation

Amount: \$10,000.00

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5. Placement - We will work with our county team partners, including the Department of Workforce Solutions, to provide placement for individuals and to assist employers in finding the ideal candidate for their openings based on assessment and matching skills to job requirements.
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Timeline:

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October 1, 2017 - May 31, 2018 - Skills training

The 9 Best Stocks to Own Now

These stock picks come from a handful of the nation's best advisors -- whose recommendations have led to extraordinary profits over the years in stocks, bonds, commodities and precious metals like gold and silver. Don't pay \$99 for the names of these stocks. [Get them here for free](#)

#BUSINESS NEWS | OCTOBER 10, 2017 / 5:41 AM / A MONTH AGO

Wal-Mart sees 40 percent online sales growth next year, shares rise

Sruthi Ramakrishnan, Sayantani Ghosh | 4 MIN READ |

(Reuters) - Wal-Mart Stores Inc ([WMT.N](#)) on Tuesday forecast a 40 percent rise in U.S. online sales next year as it ramps up competition with Amazon.com Inc ([AMZN.O](#)), boosting shares of world's biggest brick-and-mortar retailer to the highest in more than two years.



Wal-Mart also forecast overall net sales would rise by at least 3 percent in the year ending January 2019, and said it would buy back \$20 billion of its shares over the next two years.

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Market Prediction: Gold Collapse Will Wipe Out Trillions
Dent Research



Small business lending is hot; hear how industry leaders are faring
Sourcemia



Earn 1% Cash Back on Purchases and 1% Cash Back as You Pay for Them
Citi



9 In 10 Americans Are Ignoring this Warning
The Motley Fool



See How Some Retirees Use Options Trading As A Safe Way To Earn Income
TradeWins

Promoted by [Dianomi](#)

Wal-Mart shares rose 4.5 percent to close at \$84.13, the top driver of gains in the Dow Jones Industrial Average .DJI and S&P 500 index .SPX.

“We are going to lean into places like technology, e-commerce, international stores,” Wal-Mart Chief Financial Officer Brett Biggs said at the Bentonville, Arkansas company’s annual investor meeting which was webcast.

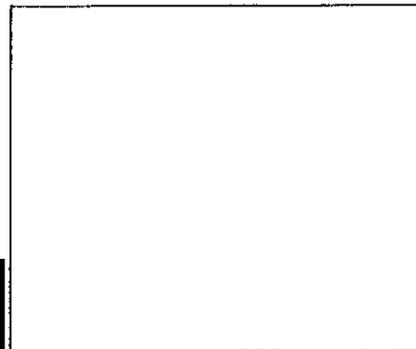
Wal-Mart, which is battling Amazon for market share, has been investing in its online business and letting customers pick up online orders at its 4,700-plus stores.



The company has already started offering free two-day shipping and said on Tuesday it planned to roughly double the locations for shipping online grocery orders. On Monday, it said it would speed up the process for in-store returns of items bought on its website.

Wal-Mart, which expects online sales to hit about \$11.5 billion for the fiscal year ending January 2018, did not break out U.S. e-commerce sales last year. It reported growth of about 62 percent for the first half of fiscal 2018, up from 12 percent in the year-ago period.

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SPONSORED

FILE PHOTO - Souvenir t-shirts are seen for sale at the Wal-Mart Neighborhood Market in Bentonville, Arkansas, U.S. on June 4, 2015. REUTERS/Rick Wilking/File Photo

With a steady rise in online shopping, Wal-Mart's e-commerce sales growth has been outstripping brick-and-mortar, leading the company to slash new store openings.

The company plans to open fewer than 15 supercenters and less than 10 neighborhood markets in the United States in fiscal 2019, it said in a statement on Tuesday. That is half the stores it intends to open in fiscal 2018.

"Digital has been a recent highlight for WMT and it expects this momentum to carry into FY '19," UBS said in a note. "Faster growth in (e-commerce) should lead to earnings pressure though, as this operation is likely still several years away from profitability."

In August, Wal-Mart warned that current-quarter profit could miss market estimates as margins are hurt by price-cutting and heavy spending on e-commerce.

The company on Tuesday estimated capital expenditures of about \$11 billion for fiscal 2018 and 2019.

Grocery competition has increased since Amazon bought Whole Foods and started to cut prices at the upmarket grocer in August.

Quicken Loans Urges Americans To Switch To A 15-Year Fixed

QuickenLoans, NMLS #3030

China casts long shadow as Trump seeks to strengthen Asean ties

South China Morning Post

Motley Fool Gives Rare "Total Conviction" Buy Sign

The Motley Fool

Lower volatility access to stock market growth

J.P. Morgan Funds

This 10-minute technique could make you \$3,585 a month

Dent Research

Promoted by [Dlanomi](#)

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DID YOU KNOW?

Powered by Carambola

In 1996, notorious copper trader Yasuo Hamakana lost Sumitomo an astonishing \$2.6 billion from unauthorized copper trades.

< PREVIOUS

NEXT >

Sears, J.C. Penney, Kmart, Macy's: These retailers are closing stores in 2017

David Carrig, USA TODAY Published 2:33 p.m. ET March 22, 2017 | Updated 0 minutes ago



(Photo: Nate Beck, USA TODAY NETWORK)

Is 2017 the death of retail as we know it?

Each day, it seems another beloved shopping icon is issuing bad news as retailers continue to face a challenging environment.

Brick-and-mortar stores are struggling to change and adapt fast enough in the highly competitive digital age and retailers are closing under-performing stores, shedding workers and launching new initiatives in an attempt to cut costs and stay relevant.

Here is a look at the top retailers that have announced store closings in 2017:

J.C. Penney: 138 stores

J.C. Penney announced it was closing 138 stores (</story/money/2017/03/17/jcpenney-store-closure-list-j-c-penney/99298728/>) and offering buyouts to 6,000 workers as it attempts to cut costs and shrink its retail footprint. That represents about 14% of its locations as Penney will continue to operate nearly 900 stores.

The department store chain will introduce new goods and services aimed at the shifting preferences of its customer base as it attempts to "raise the overall brand standard of J.C. Penney" and invest in remaining stores, according to CEO Marvin Ellison.

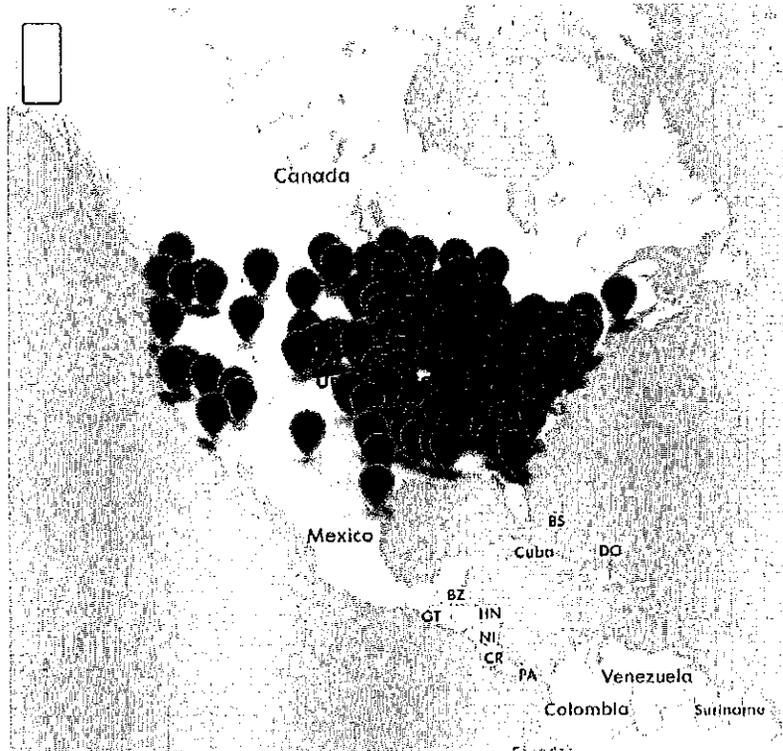
Originally most stores were set to begin liquidation sales April 17 and close in June but a surge of last-minute shoppers [prompted the company to delay its plans \(/story/money/2017/04/13/report-jc-penney-delays-store-closures-liquidation/100433390/\)](/story/money/2017/04/13/report-jc-penney-delays-store-closures-liquidation/100433390/). Liquidation sales are now set for May 22 and store closures have been pushed back to July 31.

Here's the list of planned closures:

[Check this list to see if your J.C. Penney store is closing \(/story/money/2017/03/17/jcpenney-store-closure-list-j-c-penney/99298728/\)](/story/money/2017/03/17/jcpenney-store-closure-list-j-c-penney/99298728/)

JC Penney to close 138 stores

JC Penney will close 138 stores and eliminate thousands of jobs in 40 states to cut costs and regain profitability. The closings will save \$200 million per year, the company said.



Source: JC Penney

Credit: Mitchell Thorson and George Petras, USA TODAY

Sears Holding: 126 Kmart and 54 Sears stores

At the beginning of the year, Sears Holding announced the closing of 150 stores, including 108 Kmart and 42 Sears locations in 40 states.

In March, the retailer said the entire company is in jeopardy and warned that ([/story/money/business/2017/03/21/sears-says-substantial-doubt-can-stay-business/99479726/#](http://story/money/business/2017/03/21/sears-says-substantial-doubt-can-stay-business/99479726/#)) "substantial doubt exists related to the company's ability to continue as a going concern."

In its latest update on its restructuring in April, the company reported progress has been made but that it was also closing 92 underperforming pharmacy operations in select Kmart stores and 50 Sears Auto Center locations.

Recently, the retailer has quietly added another 30 stores — 12 Sears and 18 Kmarts — to the list of locations being closed.

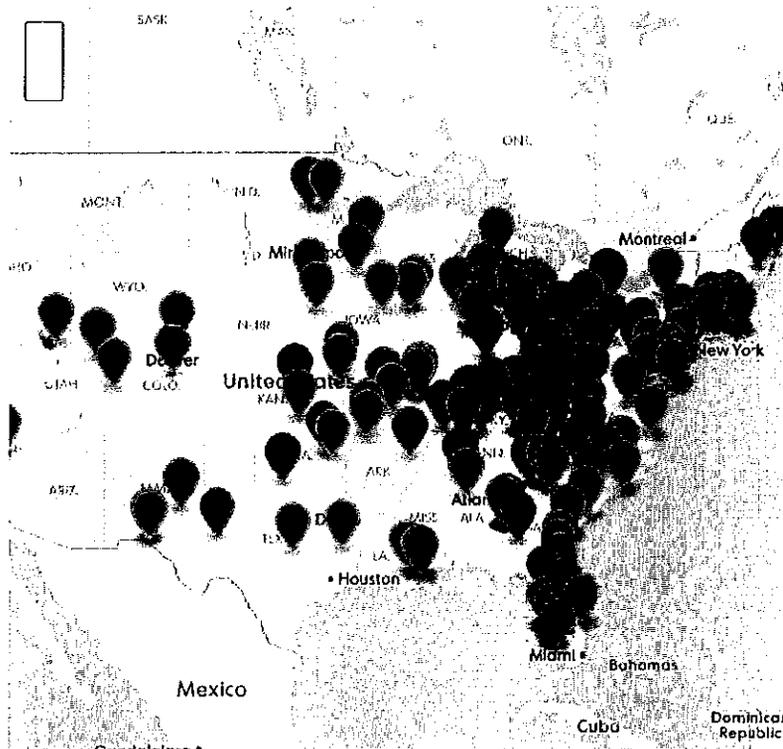
Here is a list of the stores:

Is your local Sears or Kmart among the 150 stores closing ([/story/money/2017/01/05/sears-kmart-stores-closing/96195504/](http://story/money/2017/01/05/sears-kmart-stores-closing/96195504/))

Sears quietly closes 30 more stores ([/story/money/2017/05/19/sears-closing-more-stores/101874868/](http://story/money/2017/05/19/sears-closing-more-stores/101874868/))

150 Kmart and Sears stores closing

Sears Holdings says it will close all of these stores by mid-March. Liquidation sales will begin early as Friday.



Source: Sears Holdings

Credit: Mitchell Thorson and Jim Sargent, USA TODAY

Macy's: 68 stores

The iconic department store said at the beginning of the year that it [closing 68 stores \(/story/money/business/2017/01/04/macys-cutting-6200-jobs-identifies-68-stores/96168126/#\)](#) and reports have surfaced during the year that the company [may be put up for sale \(/story/money/2017/02/02/macys-may-put-up-sale/97391144/\)](#).

The company still has more than 700 Macy's and Bloomingdale's department stores.

These are the [Macy's stores that are closing \(/story/money/business/2017/01/04/macys-identifies-68-stores-close/96169742/\)](#):

[Macy's is closing these 68 stores: Is yours on the list?](#)

[\(https://www.usatoday.com/story/money/business/2017/01/04/macys-identifies-68-stores-close/96169742/\)](https://www.usatoday.com/story/money/business/2017/01/04/macys-identifies-68-stores-close/96169742/)

H.H. Gregg: 220 stores

Electronics and appliance retailer HHGregg [filed for Chapter 11 bankruptcy protection \(/story/money/nation-now/2017/03/07/hhgregg-files-chapter-11-bankruptcy/98845122/\)](#) in March and [expects to close all of its 220 stores \(/story/money/2017/04/07/hhgregg-close-all-stores-after-failing-find-buyer/100183284/\)](#) by the end of May.

Currently the retailer's web site is advertising going-out-of-business sales at all of its locations.

Here are the stores: [H.H. Gregg store locator \(http://www.hhgregg.com/\)](#)

STORY FROM BLEECKER STREET

Meet the dogs behind the stars of 'Megan Leavey'

(<https://www.usatoday.com/story/sponsor-story/bleecker-street/2017/06/05/megan-leavey-stars-share-stories-their-own-k9-companions/102527164/>)

MC Sports: 68 stores

Midwest sporting goods retailer MC Sports filed for Chapter 11 bankruptcy (</story/money/2017/02/15/mc-sporting-goods-chapter-11-bankruptcy/97939094/#>) in February.

The company concluded that a restructuring was not feasible and has begun liquidation sales at all of its 68 stores. MC Sports is the latest sports retailer to file for bankruptcy, following Sports Authority, Golfsmith and Sport Chalet.

These are the MC Sports locations set to shutter (<http://brileyfin.leadpages.co/mcsports/>).

Gander Mountain: 32 stores

Outdoor goods company Gander Mountain filed for Chapter 11 bankruptcy protection in March and said it will close 32 of its 162 stores (</story/money/2017/03/13/gander-mountain-latest-sports-retailer-fail/99116236/>) in 11 states.

The web site currently says all 126 locations are going out of business and is advertising liquidation savings.

But Camping World Holdings, which operates a network of stores catering to recreational vehicle owners, announced in May that it won a bankruptcy auction of Gander Mountain's assets. Marcus Lemonis, CEO of Camping World and star of CNBC's *The Profit*, said he plans to keep at least 70 of the 126 stores open.

Here is the list of the 32 stores Gander Mountain (</story/money/2017/03/13/gander-mountain-bankruptcy-store-closings/99125958/>) said it was closing: Gander Mountain is closing 32 stores: Is yours on the list? (<http://www.usatoday.com/story/money/2017/03/13/gander-mountain-bankruptcy-store-closings/99125958/>)

Payless ShoeSource: About 800 stores

The discount footwear chain filed for bankruptcy protection in April and announced the closing of about 400 locations worldwide. The company is now asking a federal bankruptcy judge for permission to close up to 408 additional stores.

Taken together that would represent about 20% of its total locations.

Complete list: Store locations Payless plans to close (</story/money/2017/05/31/payless-shoesource-discount-shoes-store-closings/102342766/>)

Other retailers:

RadioShack closes 1,000 stores (</story/money/business/2017/05/31/radioshack-closes-1000-stores-week-these-72-left/102372912/>)

The electronics retailer filed in March for its second bankruptcy in two years and began closing underperforming stores. The pace of store closings picked up dramatically as the electronics retailer held liquidation sales and closed more than 1,000 stores since the Memorial Day holiday weekend. The company says it will only have about 72 company-owned stores left open.

List: RadioShack stores still open (</story/money/business/2017/05/31/radioshack-closes-1000-stores-week-these-72-left/102372912/>)

Rue21 to close its money-losing stores (</story/money/2017/04/18/teen-fashion-destination-rue21-close-some-stores/100600012/>)

The teen retailer plans to close about 400 stores out of 1,218 stores, according to The Associated Press

Here is an approximate list: Stores that are believed to be closing (</story/money/business/2017/04/19/which-stores-rue21-closing-heres-many-them/100616484/>)

Bebe to close all it stores (</story/money/2017/04/21/bebe-stores-liquidation/100736290/>)

The women's clothing chain Bebe Stores said it is closing all of its stores after a string of losses and signed a deal with liquidator Tiger Capital Group to sell all of its remaining inventory.

The retailer expects to close all of its stores by the end of May.

[The Limited Stores file for bankruptcy \(/story/money/2017/01/17/limited-stores-file-bankruptcy/96662320/\)](#)

The women's clothing store officially filed for bankruptcy in January after closing all of its 250 stores.

[Wet Seal shuts down \(/story/money/2017/01/27/wet-seal-reportedly-closing-its-stores/97150626/\)](#)

The teen retailer closed all of its 171 stores after it could not find funding to continue to operate.

Read or Share this story: <https://usat.ly/2nCZbRI>

7

Tucumcari, NM -- Truck terminal and corridor redevelopment visioning project --
UNM/KSU TAB Collaboration

From: Oral Saulters

Sent: Mon, Nov 6, 2017 at 10:43 am

To: Rodney Moises Gonzales

Cc: Blase Leven, 'pat@tucumcari.edc.com'

Dear Professor Gonzales (Moises),

We hope all is well for you and team! It was great to visit with you about the Tucumcari, NM Truck Terminal/Corridor project. Congratulations again on the AICP national student project award! As briefly discussed please find below a list of some preliminary items that might be included in a Scope for the project.

We are very excited about the opportunity to work with you, spring capstone, and UNM School of Architecture and Planning. As noted, KSU TAB can help with some funding in coordination with our Tucumcari partners to support student participation with faculty oversight and direction (e.g., planning calls, site visits/travel, materials, deliverables, etc.).

Potential Scope of Work items:

1. Research and background analysis of site/corridor (historic, local planning, regional socioeconomic context).
2. Support and co-facilitation of community event(s) including visioning charrette.
3. Development of limited number of scenarios (e.g., conceptual sketches, site renderings, and models) to capture stakeholder input, ideas, and priorities.
4. Prepare a brief summary report including narrative, visuals, and examples to help advance revitalization planning.

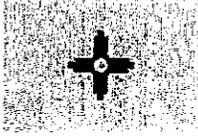
Please let us know you have any questions or suggestions. At your convenience, please feel free to use these preliminary ideas and/or other key points in your proposed scope, outlined budget, and tentative timeframe.

Thank you for your great work and collaboration!

Very respectfully,

oral
ksu tab team
785.280.0931
www.ksutab.org

"The best way to have a good idea is to have lots of ideas" - Linus Pauling



2017 Legislative Forum



When: December 4, 2017

Time: 6:00 p.m.

Where: Mesalands Wind Research Auditorium
911 South Tenth Street
Tucumcari, New Mexico 88401

Attendees:

Representative Dennis Roch

Senator Pat Woods

Senator Pete Campos

Congressional staff will also be in attendance.

Reception following the Legislative Forum

RSVP: By December 1, 2017 (Ray Mondragon—rmondragon@epcog.org / 575-762-7714)

Or (Pat Vanderpool—pat@tucumcariiedc.com)

NM EDGE

Education Designed to Generate Excellence in the public sector
A program of NM Cooperative Extension Service

Community and Regional Economic Development Certification Program

Earn your "CRED Ability"

Goal:

The NM EDGE Economic Development Certification Program (Community and Regional Economic Development Certification Program AKA CRED) provides elected/appointed officials and their interdepartmental professional staff with the basic knowledge and tools needed to understand the design, implementation, budgeting, and evaluation of, economic development strategies, policies, and programs for their communities and regions.

This program is intended for policy makers and interdepartmental professionals who are called upon for oversight and management of ED projects. It is not designed for the ED Professional or intensive practitioner-professional who might be better served from taking the Basic Economic Development 1-week course at WNMU in Silver City, by earning the IEDC designation or the Doctor of ED degree through NMSU.

Notes from Curriculum Development Meeting August 24, 2017

Cap class size to 20

Tier/Level I Focuses on the fundamentals. It presents broad-based concepts designed to give non-practitioners a basic understanding of the elements of community based economic development.

Tools for community to survive. Build momentum.

First day needs to educate, engage, and inspire.

ED 101 A- Fundamental Overview of Economic Development Part I

(A&B must be taken same day)

- Basic terminology
- Key Concepts and Activities (instructor to include success stories throughout)
 - Community Development
 - Strategic Planning and Comprehensive Plans
 - Business Development
 - Create
 - Attract
 - Retain
 - Expand
 - Workforce

- Financing and Funding
- Real Estate Development and Re-use
- Impact Analysis

ED 101 B Fundamental Overview of Economic Development Part II

- Legal
 - Anti-donation and Exceptions
 - State Local Economic Development Act (LEDA)
 - Local LEDA Ordinance
- Roles & Responsibilities
 - Local
 - Regional
 - State
 - Federal

ED 102- Economic Development Resources (pre-req. ED 101 A & B)

- Forms of Incentives for Businesses
 - Lease or conveyance of Government-owned property
 - Property and personal property tax abatements
 - Access to loan funds and State tax credits
 - Technical Assistance Resources ie: SBDC, MEP, Score
 - Business Tax Credits
 - High Wage Jobs
 - Rural Jobs
 - Investment
 - Software Developer
 - Employer-provided Child Care
 - Renewable Energy
 - Industry Specific (Aviation, etc.)
 - Workforce Development Fund
 - EDD Core Programs
 - Film & Media Projects
 - MainStreet Districts
 - Business Incubators
 - International Trade SBA STEP Grant
 - Office of Science & Technology
 - Tech Transfer
 - Leveraging Strategic Partnerships
- Public Sector Resources
 - Infrastructure improvement (roads, communication/broadband, water, sewer, etc.)
 - Various Initiatives such as Incubators

- Technical Assistance
- Financing (local government for private business)
 - Tools for financing
 - Local Economic Development Act (LEDA)
 - Qualifying projects
 - Applications
 - Vetting
 - Evaluating
 - Other
 - Industrial Revenue Bonds (IRB's)
 - Community Development Incentive Act (CDIA aka IRB-lite)
 - Government budgets and accounting
 - Using financial strategies to overcome capital gaps
 - Technical Assistance Resources

ED 103- Economic Development Contracts and Agreements (pre-req. ED 101 A & B)

- Grants & Contracts
 - Private Sector
 - Government
 - Inter-governmental Agreements (IGA)
 - Project Participation Agreement (PPA)
 - MOU's & JPA's
 - Other
 - General
 - Preparation
 - Negotiation
 - Procurement Process
 - Security
 - Performance Bonds
 - Mortgages
 - Liens
 - Amortization Schedules
 - Other
 - Monitoring/Enforcing/Compliance

Tier/Level II

Completion of Tier I required before taking Tier II classes.

Builds on information exchanged in Tier/Level I, with the drill down of topics covered and expands to the importance of and the practice of interpreting metrics for greatest success.

ED 201- Assessment Tools in Economic Development (pre-req. ED 101 A & B)

Community Asset & Resource Inventory

- Community Capitals
 - Human
 - Built (infrastructure & services)
 - Social
 - Cultural
 - Financial
 - Political

Community Needs Assessment

- Infrastructure
 - Existing
 - Improvement
 - How to fund & sustain
- Gathering information
 - Current industries in your community
 - Workforce
- Evaluating greatest need (small business or larger providers)
 - Value-added projects
- Creating a vision

Metrics and Measures (exercises to understand how to use these techniques)

- Benchmarks & Trend Data
- Location Quotient (LQ)
- Shift Share Analysis (SSA)
- Retail Sales Gap Analysis
- Capital Gaps
- Other

Analysis of Data & Information

ED 202 Implementing Strategies for Economic Development (pre-req. ED 101 A & B, ED 201)

- Sustainability and Growth
 - Grow local business (retention and expansion)
 - Attract new business
 - Create new business
 - Real Estate Development and Re-use
 - Infrastructure
 - Workforce Development
 - Community Development

- Projects
 - Project Development
 - Project Management
 - Example projects

Tier/Level III

ED 001 Facilitated Mini-Capstone Project as the culminating experience

Do some element of community assessment to identify an economic development need; suggest a strategy; describe how you would implement it and the tools you would use to do so; and talk about the intended outcome and the benefit.

Bring your project laundry list

- Hypothetical
- Mythological
- Actual
- Other
- Elements include research, a written portion, presentations, project development, implementation, etc.

- **General Competencies (take these 9 classes):**
 - Ethics
 - CPM 142 Ethics and Managing Public Funds
 - PE 110 A&B- Ethics and the Law
 - Public Policy
 - CPM 114- The Public Policy Making Process
 - Public Speaking & Communications
 - CPM 151- Foundation for Communication
 - CPM 154- Effective Meetings by Design
 - CPM 155 - Improving Presentation Skills

- Public Budgeting & Finance
 - CPM 141 Public Finance
 - CPM 146- Capital Planning & Financing

- Choose 4 Electives
 - CPM 156- Improving Writing Skills
 - CPM 153- Public Meetings and Public Hearings
 - Grant Writing (CPM 124 & 224)
 - CPM 241 & 242- Budgeting I & II
 - AO 102
 - AO 103
 - AO 112
 - AO 206
 - CO 101
 - CO 102
 - CO 141
 - TO 205 (overlaps with CPM 146) REMOVE
- What else?

Notes:

June 2018 Launch

To do:

Create checklist and send to group for further input.

Ask for volunteers to create/instruct classes based on their preferences. NM EDGE vets instructors to classes.

Assign classes and ask instructors to create learner objectives and possibly protocol to share with committee.

Next meeting tentatively December 19, 2017. 1 pm

GREATER TUCUMCARI ECONOMIC DEVELOPMENT CORPORATION

QUARTERLY REPORT

Quarter ending September 30 , 2017

1. Projects

a. Prospective projects –

- i. Project Rehab: Prospect is pursuing a housing rehab and development project targeting worker housing. He intends to be in possession of and rehabbing properties by this Summer. His project does NOT qualify for LEDA funding. **Update: He has opened a real estate office in Tucumcari and is identifying rehab opportunities as they occur. We continue to talk and look for development finance for his project.**
- ii. Project Landscape – Prospect is currently in business and is looking to expand his commercial and residential landscaping business. We have worked with him on his business plan and discussed financing options. He is NOT eligible for LEDA funding. He is currently working with the Small Business Development Center at Mesalands to complete his business plan and look for other sources of funding. **Update: The business partnership dissolved. He is looking at other ways to start-up this business.**
- iii. Project Vine – This is a startup project which includes both a vineyard/winery and a wine tasting room. Financing for the vineyard is in final stages of being secured; USDA RD and FSA looking to collaborate on financing the wine tasting room. The wine tasting room may be eligible for LEDA. **Update: Additional collateral will be required. He is looking at other business ideas.**
- iv. Project Hydro – This is a startup project looking to develop a hydroponic greenhouse. He is considering locating adjacent to the ethanol plant to utilize the waste heat from the manure-methane project. (This would be a standalone project.) He is completing his business plan at Mesalands. This project would be eligible for LEDA funding. The approximate timeline would have him beginning construction in 2018. **Update: He is currently building out a greenhouse with donated materials. We are helping him explore development of a co-op and a CSA (Community Supported Agriculture) project, similar to a co-op.**

b. Current projects –

- i. 3D Tools – This project is a startup assembling and manufacturing (phase 2) a patented snow shovel and broom. Tooling and parts are on order. The anticipated date for hiring and beginning assembly is late Spring (May-June). **Update: Glenn has completed assembly of the initial 2,000 units. He has no current employees. He will re-hire once sales support an additional order for parts. We are helping him identify additional markets (Amazon, Ebay, Ace Hardware, Tractor Supply) in preparation for snow season.**

3D Tools (\$80,320)– Balance: \$0

- a. % expended: 100%
- b. 80,320 tooling and parts

- ii. Ignacio Villegas – Mr. Villegas is developing property transferred from the city as part of a LEDA project for his construction company offices and equipment storage. Property survey has been completed. He would like to add Lot #1, Block 17, Goldberg Addition, a corner piece behind the lots he's received. He is looking at \$1,000 for water connection and \$500 for sewer connection, which he's willing to pay. In working with Community Development they realized there is no water or sewer to the property. He is engineering lines down the alley to the property. He plans to build his office on lots 20-21. He plans to fence lots 17-21 and keep lots 22-24 open for parking. His PPA calls for the creation of two jobs by year 1. **Update: We discussed amending his LEDA ordinance to include money for utility installation or identifying other sources of funding. He said he would meet with the city manager first and get his advice.**

No cash contribution.

- iii. Energy Related Devices – Environmental assessments have been completed and property cleanup and utility connections are nearly complete. He has been working with Robert Lopez on structuring ownership of the grain storage facilities so Robert can acquire financing to renovate the silos etc. for use for the late summer harvest. He currently has 2 fulltime employees. His PPA calls for 2 fulltime employees at the end of year 1. He continues to work with USDA on additional financing and has applied for the USDA “Repowering America” program which provides a \$1M reimbursable grant once production begins. **Update: We introduced Bob to a site consultant who specializes in New Markets tax credits for agribusiness projects. The consultant and our regional representative from the NM Economic Development Department have had conversations with bankers who are experienced in NM Tax Credits. It is possible that they may finance the entire project. Robert Lopez has decided not to make investments on the ethanol plant property, but several other growers are interested in the grain storage project. Besides himself, he has two fulltime staff and two part time staff.**

Energy Related Devices (\$87,200) – Balance: \$7,224.41

- a. % expended: 91.7%
- b. 70,000 property purchase
- c. 3,714.77 title insurance and phase 1 environmental
- d. 1,745.14 chemical pallets
- e. 4,462.71 plumbing and repairs
- e. 52 .97 service charges.

- iv. Mariposa Herbs – currently in operation at 2101 S. 1st St. He has two employees, himself and his daughter, who is handling Internet sales. He has

moved his storefront from Las Vegas to Tucumcari. He has made significant improvements to his building (his contribution) and added signage. He has indicated that he is very satisfied with his location. He continues to add new products and services. He has two staff, himself and his daughter (who handles online sales).

Mariposa Herbs (\$10,000) – Balance: 0

- a. % expended: 100%
- b. 9,839.24 rent
- c. 160.76 service charges

- v. Tucumcari Mountain Cheese (\$141,830 local; \$200,000 state) – They've completed work on their wastewater system (local LEDA funds). They have completed construction of their new offices and Ricotta room, and continue to work on the purchase of their new production equipment. They have added a cheese store as part of their new addition. Their new additions are under construction (State LEDA funds). Additional hiring will take place once that is complete. Their PPA calls for an additional 10-12 "assorted permanent jobs", average wage \$10.50/hr. The state has agreed to count those jobs toward their job creation requirement (10 jobs at \$28,000 per annum for 48 consecutive months within 3 years). **Update: Building additions have been completed. New processing equipment is 50% complete. They have hired 19 new hires since the grant was executed, of which 10 are currently employed.**

Tucumcari Mountain Cheese (\$141,830 local LEDA) – Balance: \$0

- a. % expended: 100%
- b. 15,730.63 engineering; 126,044.37 plumbing and construction
- c. 55.00 service charges

Tucumcari Mountain Cheese (\$200,000 State LEDA) – Balance: \$0

- a. % expended: 100%
- b. 199,065.00 construction
- c. 35.00 service charges

- vi. Odeon Theater (\$50,000 State LEDA) – The NM Economic Development Department allocated funds to restore the roof on this historic theater. That work has been completed. The PPA calls for the Odeon to create one new job and retain 1 fulltime and 2 part time jobs during the three years after the agreement. **Update: They currently have 1 full time employee (the manager) and 2 part time employees.**

Odeon Theater – Balance: \$858.59

- a. % expended: 98%
- b. 48,986.41 roof repairs
- c. 155.00 service charges

CURRENT PROPERTIES

1. Grandview 2nd Block, Lot 6 (Washington between 9th and 10th)
 2. 102 E. Smith
 3. 92 acres, NW corner of Cemetery Rd and County Rd AP (leased to Mesalands College Foundation)
2. Activity Reporting
- a. Travel / Sales Missions –
 - 3/29 – NMAC Economic Development Curriculum committee – Albuquerque - NMSU EDGE training for county elected officials and staff – better informed public officials increases NM's competitive position for net new jobs
 - 4/3-5 – ACT Community Council Meeting, San Antonio – As a member of the 10 person national community advisory council, we provide input on various ACT proposals. In this case one of the primary issues was development of regional applications.
 - 4/20 - NMAC Economic Development Curriculum committee – Albuquerque
 - 6/3-7 – International Economic Development Council Future Forum, Little Rock – served as certification exam grader, presented before IEDC Performance Oversight Committee, moderated workforce panel, networked with site location consultants – working relationships with members and consultants provides maximum marketing opportunities for Tucumcari and Quay County and New Mexico.
 - 6/15-16 – NM Partnership Site Selectors Fam Tour, Santa Fe – met with three national site location consultants, provided them information on the community.
 - 6/29 – ECNM SET VI meeting, Santa Rosa – culminating meeting for SET VI seed grant and planning meetings for next steps following approval of ECNM plan as a High Quality Plan by USDA and the Southern Rural Development Center

Jobs report by Industry, **Third Quarter 2016**--Quay County

Rank	Industry sector	Number of establishments	Number of employees	
			Q2	Q3
Jobs in industries likely to have impact beyond Quay County			Q2	Q3
1	Accommodation and Food Services	33	461	469

7	Transportation and Warehousing (48 & 49)	22	91	93
11	Wholesale Trade	8	22	21
14	Agriculture, Forestry, Fishing & Hunting	7	41	40
15	Manufacturing (31-33)	NA	NA	
	TOTAL ECONOMIC JOBS		615	623

Industry Employment Distribution

1st quarter, 2017.

Rank	Industry Sector	Establishments	Employees
1	Accommodation and Food Services	32	418
2	Retail Trade (44 & 45)	35	401
3	Education Services	6	391
4	Health Care and Social Assistance	46	389
5	Public Administration	32	191
6	Construction	30	188
7	Finance and Insurance	17	92
8	Transportation and Warehousing (48 & 49)	22	92
9	Other Services (except Public Admin.)	26	87
10	Utilities	11	83
11	Professional Scientific & Technical Svc	11	56
12	Agriculture, Forestry, Fishing & Hunting	8	41
13	Admin., Support, Waste Mgmt, Remediation	13	39
14	Wholesale Trade	6	20
15	Information	6	17
16	Real Estate and Rental and Leasing	8	10
*	Manufacturing (31-33)	Confidential	Confidential
*	Arts, Entertainment, and Recreation	Confidential	Confidential
*	Management of Companies and Enterprises	Confidential	Confidential
*	Mining	Confidential	Confidential

NMDWS, Quarterly Census of Employment and Wages program

3. Efforts to maintain existing employers

Outreach is through our workforce initiative, assisting with business finance, and through public policy discussions, in particular preparations for the legislative session and our legislative reception to be held December 4th at the Mesalands Community College. We also frequently respond to requests for

help with state regulatory issues, which we may refer to our EDD
Community Development Representative, Tim Hagaman.

WORKFORCE DEVELOPMENT

1. Transitioned to Maintenance (of certification) Phase 1. Achieved full certified "Work Ready Community" status on November 14, 2016.
2. Reached our internal goal of 200 NCRCs at the end of June, 2017. Established a new goal of 315. We currently have 248. We are working with Mesalands Community College to implement a soft skills and employability skills program. Secured a LEADS grant from the NM Economic Development Department to assist in development of that training.
3. We are implementing a Fall and Spring Work Keys assessment schedule in the public schools to allow us to reach our additional goal of 13 improved scores.
4. We continue to meet monthly with our County Team to review progress and establish next steps.
5. Introduced the ACT Work Ready Communities program to the counties and cities in NEEDO and ECNM SET VI region. The ECNM region reached consensus at their last meeting that they'd like to work toward a regional application. The NEEDO group voted to commit \$10,000 toward costs for their counties to become certified.
6. Continued work on our USDA Rural Business Development Grant to complement the ACT initiative and expand employer outreach and services.

TOURISM ACTIVITIES

1. Working with interested parties on development of local tourist attractions. Have provided them with copies of the Arrowhead race track study.
2. Assisted City Manager and Commissioner Lumpkin with development of the disc golf course. Organized the initial meeting with Jeff Lewis of the PDGA. Have attended other meetings since. Met with Jeff, Gino Caggio, and Marcos Castillo in Albuquerque. Working with the PDGA on the first sanctioned tournament to be held in Tucumcari October 14-15, the "**Shootout at Six Shooter Siding**". Convened a team to organize the event. The team also formed the Tucumcari Disc Golf Club.
3. Continuing to look for funding for a number of local tourism activities and facilities.

STATE LEVEL ACTIVITIES

Serving on the NM Association of Counties Economic Development and Infrastructure Policy Committee. Helping to draft an economic development education initiative for county officials and staff. Helping analyze public policy and legislative initiatives.

Elected Vice President of the NEEDO-NM Board of Directors. Working specifically on issues related to workforce development, economic development marketing, and small business financing.

Elected Secretary of the East Central NM SET VI regional economic development planning group.

Appointed by the Governor to serve on the Board of Directors for the NM Partnership.

Serving on the Advisory Board and as a faculty member for the NM Basic Economic Development Course.

Serving on the IEDC Education and Certification Committee.

October 31, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	82
May	69
June	68
July	84
August	92
September	83
October	96
November	0
December	0

Civil Process

Month Received	Count
January	87
February	121
March	189
April	124
May	151
June	76
July	78
August	76
September	65
October	46
November	0
December	0

Prisoner Transports

Month Reported	Count
January	17
February	17
March	18
April	11
May	10
June	11
July	14
August	15
September	14
October	13
November	0
December	0

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	16
May	14
June	6
July	15
August	7
September	13
October	10
November	0
December	0

Citations

Month Issued	Count
January	27
February	30
March	10
April	5
May	3
June	4
July	21
August	13
September	10
October	10
November	0
December	0

Traffic Stops

Month Occurred	Count
January	58
February	50
March	39
April	24
May	10
June	25
July	38
August	40
September	25
October	38
November	0
December	0

Seven full time Law Enforcement Deputies.
 1 Sheriff
 1 Under Sheriff
 4 Deputies

Year	Total Mileage
Q-1 16 UNIT -7213	19928
Q-2 16 UNIT -6749	69737
Q-3 10 UNIT -8905	72037
Q-4 10 UNIT -0425	107844
Q-5 07 UNIT -9874	115861
Q-6 14 UNIT -0262	36143
Q-7 13 UNIT -7693	127040

Russell Shafer, Sheriff



DHSEM
New Mexico

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY
& EMERGENCY MANAGEMENT**

Sub-Grant Amendment for

Federal Grant Number FEMA-PDMC-PL-06-NM-2014 CFDA No. 97.039

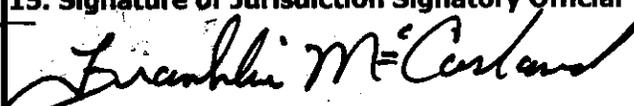
1. Sub-Grant No. PDMC-PL-NM-2014-002	2. Project Name Hazard Mitigation Plan	3. Amendment Number 03	
5. Sub-Recipient Address Quay County PO Box 1246 Tucumcari, NM 88401		6. Issuing Office and Address New Mexico Department of Homeland Security & Emergency Management PO Box 27111 Santa Fe, NM 87502	
7. Effective Date of This Action: January 7, 2015	8. DHSEM Grant Specialist:	Phone: 505-476-9626	Fax: 505-476-9695
9. Termination Date: June 30, 2018	Catherine Watson	Email: Catherine.watson@state.nm.us	
10. Award Amount: TOTAL Award Amount: \$45,000.00 FEDERAL Share: \$33,750.00 LOCAL Share: \$11,250.00			
11. Type of Amendment: TIME EXTENSION AND SUB-GRANT NO. CHANGE The termination date has been extended to June 30, 2018 The Sub-Grant No. has been changed to PDMC-PL-NM-2014-002			
12. Recipient is required to sign and return two originals of this document to the Issuing Address in block 6, within 10 days from the date they receive it.			
13. Signature of Jurisdiction Grant Specialist/Program Manager		Date: _____ Phone: _____ Fax: _____ Email: _____	
Printed Name and Title:			
14. Signature of Jurisdiction Chief Financial Officer		Date: _____ Phone: _____ Fax: _____ Email: _____	
Printed Name and Title:			
15. Signature of Jurisdiction Signatory Official		Date: <u>11-13-2017</u> Phone: 575-461-2112 Fax: 575-461-6208 Email: _____	
 Printed Name and Title:		<u>rsarah@state.nm.us</u>	
16. DHSEM Chief Financial Officer Sarah J. Peterson		Date:	
17. DHSEM Cabinet Secretary M. Jay Mitchell		Date:	

Exhibit 3-G
Agreement Between Owner and Planner
AGREEMENT BETWEEN OWNER AND PLANNER

Project Planning Grant -Quay County Comprehensive Plan Update and Phase I Asset Management Plan for Roads

Contract N°. _____ Project N°. 16-C-RS-I-06-G-101



Distribution to:

- Owner
- Planner
- Project Representative
- Funding Agency
- Other

This Agreement entered into this 13th day of November, 2017, by and between
the **Owner** and the **Planner**

Quay County Government

P.O. Box 1246

Tucumcari, NM 88401

Sites Southwest

121 Tijeras NE, Suite 3100

Albuquerque, NM 87102

TABLE OF CONTENTS

Article 1 Definitions
Article 2 Planner's Services and Responsibilities
Article 3 User Representative
Article 4 Owner's Responsibilities
Article 5 Reimbursable Expenses
Article 6 Payment to the Consultant
Article 7 Planner's Accounting Records
Article 8 Ownership and Use of Documents
Article 9 Termination of Agreement
Article 10 General and Special Provisions
Article 11 Basis of Compensation
Article 12 Additional Terms and Conditions of Services

RECITALS

WHEREAS this project is funded in whole or in part by a federal or state grant or loan program administered by the Local Government Division, Department of Finance and Administration, state of New Mexico, hereinafter referred to as the "funding agency"; and

WHEREAS, the funding agency has funded the above referenced project pursuant to Title I of the Housing and Community Development Act of 1974 (PL 95-383) as amended; and

WHEREAS the Planner was selected pursuant to Sections 13-1-117 through 13-1-118 NMSA 1978 and the Owner's Procurement Regulations; and

WHEREAS the Owner agrees to hire the Planner, and the Planner agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions set forth in this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following definitions shall apply throughout the contract and to all attachments incorporated herein, unless otherwise specified.

1.1 *Central Purchasing Officer* means the Central agreement of the owner.

- 1.2 *Codes* means federal, state, and local codes applicable to the project.
- 1.3 *Direct Salary* means the gross wages, which do not include costs of employer and beyond the amounts of the paychecks.
- 1.4 *Governing Authority* means the local governing authority for the award of planning contracts is the governing body, and the governing authority for the execution of planning contract is the mayor/county commission chairperson.
- 1.5 *Purchasing Office* is any division, office, branch, section, unit, or other organizational element charged with the functions of procuring supplies or services.
- 1.6 *Owner* means the public corporation or association with whom the Consultant has entered into the Agreement and for whom the Work is to be provided.
- 1.7 *Owner Representative* for purposes of this Agreement is the person designated by the Owner and whose names shall be submitted in writing to the Planner. The Owner Representative shall be responsible for administrative decisions and approvals and for contact with the Planner regarding contractual matters and Project execution.
- 1.8 *Project* means the total plan under the Scope of Services of which the Work performed under the Contract Documents may be the whole or a part. The Project is further defined as follows in Paragraph 12.1.
- 1.9 *Planner* means the individual who shall conduct all plans that involve the Project. The Project Consultant shall be mutually agreed upon by Owner and Planner at the time this Agreement is entered into by the parties and shall be named herein.
- 1.10 *Reimbursable Expenses* means expenses in addition to the basic services compensation which shall include actual expenditures made by the Planner or its employees in the interest of the Project (while performing consulting services pursuant to this Agreement) and limited to those items listed in Article 5 of this Agreement and authorized in

writing by the Owner.

- 1.11 *Site or area* means the physical location on which the planning project is to occur.
- 1.12 *User (or User Agency)* means the agency or department or designated entity for whose use the Project is being planned. For purposes of this Agreement, see paragraph 12.2 for User designation.
- 1.13 *User Representative* means the individuals designated by the User as the principal contact regarding the Owner's requirements for the Project. Unless specifically designated by the Owner, the User Representative shall not have the authority to render administrative decisions or approvals. See also Article 3 herein. For purposes of this Agreement, the User Representative shall be designated by the Owner and whose names shall be submitted in writing to the Planner.
- 1.14 *Other Definitions* means the definitions in the Federal Terms and Conditions for Professional Services, as provided in Exhibit E hereto.

ARTICLE 2 PLANNER'S SERVICES AND RESPONSIBILITIES

2 Basic Services

2.1 General. The Planner's basic services shall consist of the following: A) Initial Citizen Input Phase; B) Data Collection Phase; C) Study Phase; D) Secondary Citizen Input Phase; E) Final Report Phase; and F) Implementation Phase. The services to be provided during each phase are listed below and shall include all consulting services required by the Planner to provide the service as listed on Exhibit B.

2.2 The Planner shall request from the User Representative information sufficient for the Planner to develop program criteria including the User's goals, objectives, and needs, and the organizational chart of individuals and equipment that shall occupy the Project.

2.3 Project Legislation or Authorization. The Planner shall request from the Owner and the User copies of documents supporting the funding request which were presented to the funding entity or other

regulatory agencies that provided funds for planning of the envisioned Project. These documents will be furnished for information only. The Owner will establish a budget for utilization by the Planner in the performance of the services.

2.4 Standard of Care. The standard of care for all professional consulting and related services performed or furnished by the Planner under this Agreement will be the care and skill ordinarily used by members of the Planner's profession as proscribed by the American Institute of Certified Planners practicing under similar conditions at the same time and in the same locality. The Planner makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Planner's services.

2.1 Planning Services

2.1.1 The study shall establish goals, collect facts, identify concepts, and determine functional needs necessary to complete the Project within the funding mandate. Based on the data provided by the User Representative and pursuant to adequate consultation with the User Representative, the Planner shall prepare a document that adequately defines the scope of the Project.

2.1.2 The Owner and the User Representative shall work with the Planner to ensure that the information required by the Owner is made available to the Planner. This information and other requests concerning organization of functions shall be provided in the form of written memoranda.

2.1.3 The Owner shall schedule a meeting with the Planner and the User Representative to define the relationship among these parties. The Planner shall advise the Owner, in writing, of any information he requires that has not been provided by the Owner and/or the User Representative, or any conflicts between the established program requirements and the funding authorizing the Project.

2.2 Time

2.2.1 The Planner shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Planner shall submit, for the Owner's approval and as a part of this Contract, a schedule for the performance of the Planner's

services. This schedule, when approved by the Owner, shall not, except for reasonable cause not within the control of the Planner, be exceeded by the Planner (see Exhibit A, Time Schedule for Project Phases).

2.3 Implementation Phase. During the Implementation Phase, the Planner shall, when requested by the Owner:

2.3.1 Provide assistance in connection with the refining and adjusting of any portion of the plan.

2.3.2 Assist the Owner in training the Owner's staff to implement and maintain the plan.

2.3.3 Provide miscellaneous services as requested by the Owner in connection with Project closeout.

ARTICLE 3 THE USER REPRESENTATIVE

3 The Owner shall designate one or more departments of the Owner or a designated entity as a User, or User Agency. Such User, or User Agency, shall provide an individual User Representative to perform those functions required of the User Agency.

3.1 The User Representatives and the Owner shall provide the Planner with information required under Article 2 of this Agreement, as well as additional information required by the Planner for the purpose of defining the Scope of the Project and to assist the Planner and the Owner in the development and completion of the Project.

3.2 The User Representatives shall meet with the Planner and/or the Owner at times required by the Owner. The User Representatives shall respond to all inquiries submitted by the Planner and/or the Owner within any reasonable time limits set forth in the inquiry.

3.3 Information submitted directly by the User Representatives to the Planner is subject to subsequent approval by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate, in writing, an

Rev. 1-07

Owner Representative who has the authority to act on his behalf; however, authority for final approval of the Plan and Drawings and Specifications, if applicable, the Contract Documents, or any Change

Order is retained by the Owner. The Owner and the Owner Representative shall examine documents submitted by the Planner and shall render decisions promptly to avoid unreasonable delay in the progress of the Planner's services. The Owner Representative, through coordination with the User Representatives, shall provide information to the Planner regarding the User's requirements in the development of Program Documents for the Project.

4.3 The Owner shall assist the Planner by placing at Planner's disposal all available information pertinent to the Project including previous plans and any other relevant data.

ARTICLE 5 REIMBURSABLE EXPENSES

5.1 Reimbursable expenses are those above and beyond Basic Services compensation and are the actual expenditures made by the Planner or his employees in the interest of the Project. Reimbursable expenses shall be limited to the following:

5.1.1. Expenses of transportation when traveling in connection with the Project when specifically set out in Article 12. Such expenses are limited to per diem and mileage rates as set forth in the Owner's Travel Rule or Regulation.

5.1.2 Expense of fees paid for securing approvals of authorities having jurisdiction over the Project. Fees for approval by the permitting agency shall be paid directly by the Owner after submittal of the documents by the Planner to the permitting agency.

5.1.3 The Planner shall charge Bidders a deposit fee equal to the full cost of reproduction of drawings, specifications, and other documents required by the Owner to solicit bids, if applicable, and execute the Planning Contract. This fee shall be completely refunded if the documents are returned in usable condition within the time limits specified in the Invitation for Bid. All forfeited fees shall be returned to the Owner for use in this Project.

All reproduction required may be approved in
3G - 5

writing by the Owner prior to request. This expense shall be paid by the Owner. All other reproductions as may be required by the Owner's review or for the office use of the Planner and the Planner's

consultants shall be provided as part of the Planner's Basic Compensation.

5.1.4 Applicable gross receipts taxes on reimbursable expenses or additional services received by the Planner under the provisions of this Contract. The Planner shall use and require the use of tax exempt certificates by Planners whenever allowed by law. In any event, the Planner shall not include taxes paid as a part of the base dollar amount upon which taxes are calculated. Payment pursuant to this provision does include payment for gross receipts taxes pursuant to Subparagraph 13.1.1.

ARTICLE 6 PAYMENTS TO THE PLANNER

6.1 Payments on Account of Basic Services

6.1.1 Payments for Basic Services shall be made monthly, quarterly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 11.

6.1.2 When portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 11.1.2, based on the lowest bona fide bid or negotiated proposal.

6.2 Payment for Services and Costs

6.2.1 The Planner shall submit quarterly or as required by the funding agency or the Owner a fully completed request for payment for all services and costs on the form provided as Exhibit D to this agreement.

6.2.2 Upon the Owner's request, the Planner shall submit, with his billings at the completion of the Project, certification that payment has been made or will be made upon receipt of payment to consultants, and others for materials and services required by this Agreement. At this time, the Planner shall notify the Owner of any disputes regarding payments by the Planner that may exist at the completion of the

Project.

6.3 Payments Withheld

6.3.1 No deductions or withholdings shall be made from the Planner's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Planner may be legally liable and as required in Paragraph 2.8.

6.4 Project Suspension or Termination, Other Parties

6.4.1 In the event of termination or suspension of the Project due to the fault of parties other than the Planner, the Planner shall be compensated for services performed to termination date pursuant to Article 9.

ARTICLE 7 PLANNER'S ACCOUNTING RECORDS

7.1 Records of expenses by the Planner and his consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the Owner or the Owner's authorized representative. The Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

7.2 Records of expenses shall be kept by the Planner and his consultants and shall be available to the Owner until all applicable statutes of limitations have run, and this provision shall survive and continue beyond the termination of other terms of this Agreement.

7.3 The review of "Records of Expenses" for Lump Sum Fixed Fee portions of the Planner's services shall be limited to those records that define the percentage of completion, except as otherwise required by federal regulation detailed in Exhibit E.

**ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS**

8.1 All documents including plans, drawings, maps and specifications provided or furnished by the Planner shall become the sole property of the Owner whether the Project for which they are made is completed or not. These documents shall be kept on file by the Owner. The Planner may maintain a complete reproducible set of any and all record documents developed under this Agreement.

8.2 The Planner shall provide a reproducible copy of the original plans, documents or drawings to the Owner and a copy on CD in MS WORD or "pdf" format for reproducible and archival purposes.

8.3 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Architect.

**ARTICLE 9
TERMINATION OF AGREEMENT**

9.1 Termination of Agreement for Cause. If, through any cause, the Planner shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Planner shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall thereupon have the right to terminate this Agreement by giving written notice to the Planner of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Planner may make copies of all finished or unfinished documents, data, studies, drawings, maps, photographs, and reports prepared by the Planner under this Agreement, except for deliverable identified under this Agreement that the Planner shall provide at no additional cost.

9.1.1 Notwithstanding the above, the Planner shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Agreement by the Planner, and the Owner may withhold any payments to the Planner for the purpose of set-off until such time as the exact amount of damages due the Owner from the Planner is determined.

9.2 Termination for Convenience of the Owner.

The Owner may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Planner. If the Agreement is terminated by the Owner as provided herein, the Planner will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Planner, paragraph 10.1 relative to termination shall apply.

**ARTICLE 10
GENERAL AND SPECIAL PROVISIONS**

10.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the state of New Mexico as the same from time to time exist.

10.2 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Planning, as provided in Exhibit E of this Agreement.

10.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

10.4 The Planner shall hold harmless and indemnify the Owner against injury, loss, or damage, including but not limited to court costs and reasonable attorney's fees, arising out of the negligent acts, errors, or omissions of the Planner.

10.5 This Agreement shall not become effective until signed by all parties required to sign this Agreement.

10.6 The Planner and his agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Planner and his agents and employees shall not as a result of this Agreement accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner.

10.7 The Planner's plan shall be in compliance with applicable federal, state, and local codes and laws related to the Work, including but not limited to provisions of the Civil Rights Act of 1964 and Executive Order 11246, Title VI, Section 3 and 109. In all cases, the more restrictive code or statute adopted shall govern.

10.8 The Planner shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written consent of the Owner and review by the funding agency.

10.9 Whenever the Planner contracts for an additional Project Representative or enters into a joint venture to share the duties and responsibilities of the Planner under this Agreement, all such agreements require prior Owner approval and must outline the duties and responsibilities of the Planner and his representative, or joint venturer, or consultant; and a copy of such approved agreement shall be filed with the Owner. Such agreements shall be amendments to this Agreement.

10.10 The Planner agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner unless the Planner has express written authority to do so, and then only within the strict limits of that authority.

10.11 The Planner affirms that he currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Planner further affirms that, in the performance of this Agreement, the Planner shall employ no person having such interest. The Planner also agrees that neither he nor anyone employed by him shall have an interest, direct or indirect, in any company hired for the Project as Contractor, subcontractor, or supplier, except when the Project is a design-build project and/or the Owner provides inspections independent of the Planner.

10.12 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Section 30-14-1, 30-24-2, and 30-41-1 through 3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code,

Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation.

10.13 Professional Liability (Errors and Omissions) Insurance. The Planner is **not** required to obtain professional liability insurance and provide a certificate of coverage.

10.14 No work requiring the approval of the Owner shall be undertaken until the Owner's written approval has been requested and obtained. Any deviation from this requirement shall be considered a material breach of this Agreement and grounds for termination.

10.15 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, in the instance of notice of termination of work also by certified mail, and addressed as shown on the cover sheet to this Agreement.

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

10.16 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

10.17 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

10.18 This document shall be executed in at least two counterparts, each of which shall be deemed an original.

10.19 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

10.20 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

10.21 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any term, covenant, or condition thereof.

10.22 Mergers, Dissolution, Successors, and Assigns. The Planner agrees that during the term hereof it will maintain its existing business structure and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure, as the case may be: A. assumes, is capable of, and agrees in writing to perform all of the obligations of the Planner hereunder; B. qualifies to do business in the state of New Mexico; and C. the Owner approves the firm or individual consultant, or new consultant, if any, who is to proceed. The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

10.23 The Owner shall determine whether or not the Planner or the firm named as Planner in this Agreement shall continue to have all contract rights under this Agreement and continue to represent the Owner under this Agreement in all instances where the Project Planner ceases to be associated with the firm names in this Agreement.

10.24 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended,

changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such

conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

10.25 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

10.26 Words and Phrases. Words, phrases, and abbreviations that have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

10.27 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

10.28 Exhibits and Attachments Incorporated by Reference. All exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, as well as those listed in paragraph 10.29 below, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full this Agreement to the extent they are consistent with its conditions and terms.

10.29 The following Exhibits are attached to and made a part of this Agreement:
Exhibit A - Time Schedule for Project Phases
Exhibit B - List of Consultants
Exhibit C - Planner Additional Services Proposal/Amendment Form
Exhibit D - Planner Pay Request Form
Exhibit E - Federal Terms & Conditions for Professional Services, if applicable

**ARTICLE 11
BASIS OF COMPENSATION**

11.0 The Owner shall compensate the Planner for the Scope of Services provided in accordance with Article 6, Payments to the Planner, and other Terms and Conditions of this Agreement, as follows:

11.1 Compensation

11.1.1 For Basic Services, as described in Paragraphs 2 through 2.3, and other services included in Article 12 as part of Basic Services, the compensation is shown in paragraph 12.4.

11.1.2 Payments For Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the Compensation detailed in paragraph 12.4.

11.1.3 Applicable Gross Receipts and Local Option Taxes and Total Compensation presented in 12.4 shall be modified by amendment to this Agreement if the tax rate changes during the term of this Agreement.

11.2 For Project Representation beyond Basic Services, compensation shall be computed separately and included with additional services in paragraph 12.5.

11.3 Compensation for Additional Services, this includes all additional services, shall be computed as a lump sum amount as shown in paragraph 12.5, plus applicable gross receipts and local option taxes.

11.3.1 For Additional Services of the Planner, as described in Paragraph 2.9, and any other services included in Article 12 as part of Additional Services, but excluding additional services of consultants, compensation shall be computed as shown in paragraph 12.5, plus applicable gross receipts and local option taxes.

11.3.2 For Additional Services of Consultants, a multiple of 1.10 times the amounts billed to the Planner for such services. The Planner shall provide the Owner with hourly rates for his consultants and their employees detailed by professional levels within the firm. Multiples applied to Direct Personnel Expenses, when approved by the Owner, shall be the basis for compensation for the additional services of the consultant.

11.3.3 For all Additional Services of the Planner, as described in paragraphs 11.3.1 and 11.3.2, these services and lump sum amount directly related to such services shall be specifically identified here and included with the additional services as a lump sum amount as shown in paragraph 12.5.

For Reimbursable Expenses, if allowed, as described in this Agreement at cost, compensation shall be computed as shown in paragraph 12.3, plus applicable gross receipts and local option taxes.

**ARTICLE 12
OTHER TERMS AND CONDITIONS OR
SERVICES**

The following terms, condition or services apply to projects funded through the Community Development Block Grant program:

12.1 Project Description. As defined in paragraph 1.8 the Project (insert description and location) is: Quay County Comprehensive Plan Update and Phase 1 Asset Management Plan for Roads (see attached scope of work)

12.2 User Agency. As defined in paragraph 1.12 the User (or User Agency) is:

Quay County, New Mexico

12.3 Reimbursables. Final reimbursable expenses shall be determined prior to the final request for payment under this agreement and shall be adjusted by amendment upward or downward as necessary. The Planner is responsible for keeping the Owner informed if the budgeted amount is anticipated to be exceeded as the project progresses.

Per Diem and Mileage	\$	_____
Fees for Securing Approvals	\$	_____
Reproduction of plans, drawings and specifications # of sets	\$	_____
Applicable gross receipt taxes	\$	_____
TOTAL:	\$	_____

12.4 Compensation. Pursuant to paragraphs 12.1.2.3 and 4, compensation for all services, including basic, inspections, additional, reimbursables and gross receipts taxes shall be computed as follows:

On the basis of a Fixed Fee of \$ 60,000
 Plus all applicable GRT @ _____ % \$ current rate at time of billing

TOTAL BASIC COMPENSATION \$ _____

Total Reimbursable	\$	_____
TOTAL Lump Sum		
CONTRACT AMOUNT	\$	<u>60,000.00+nmgrt</u>

12.5 Additional Services shall be computed as follows:

Position	Per Hour Rate
Planner Principals' time	\$ <u>155.00</u>
Project Planners' time	\$ <u>85.00</u>

Employees' time (other than Principals') shall be at the following hourly rates, which shall not exceed 2.5 times the employee's direct salary:

Design/Specification Writer	\$ _____
Drafting/CADD Operator	\$ _____
Clerical	\$ <u>65.00</u>
Other (list):	\$ _____
	\$ _____

12.6 Federal Terms and Conditions. Exhibit E modifies the Terms and Conditions of this Agreement only to the extent delineated in Exhibit E.

PLANNER PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

Contract No. _____

AGREED

Planner Sites Southwest

By: _____

Project Planner _____

By: _____

NM Tax ID No: 02 351711-00 5

Federal Tax ID No. 85-0448269

REVIEWED AS TO BUDGETARY SUFFICIENCY

Finance Officer _____

By: _____

Approved Disapproved

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Legal Counsel _____

By: _____

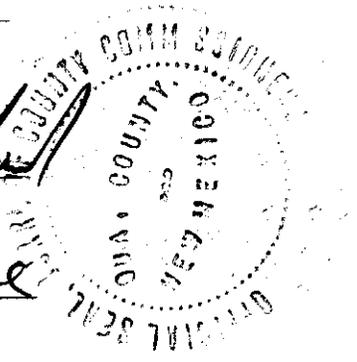
APPROVED

Owner:

X By: Franklin M. Carter
(Owner's Name)

Attest:

By: Ellen L. White
(Municipal/County Clerk)



Agency Concurrence _____

By: _____

Title: _____

TIME SCHEDULE FOR PROJECT PHASES

Project	Quay County Comprehensive Plan Update and Phase 1 Asset Management Plan for Roads	Date/Day to be Completed _____
Begin Project	See attached schedule	_____
Citizen Input Phase		_____
Study Phase		_____
Study Phase Review		_____
Preliminary Plan Phase		_____
Preliminary Plan Phase Review		_____
Final Plan		_____
Final Plan Review		_____

LIST OF CONSULTANTS

	<u>Firm</u>	<u>Address</u>	<u>Phone/Fax No.</u>
Planning	Sites Southwest	121 Tijeras Av NE, Suite 3100, Albuquerque, NM 87102	505-822-8200
Architectural			
Engineering	Souder Miller & Associates	5454 Venice Avenue NE, Suite D, Albuquerque, NM 87113	505.299.0942
Cost Estimating			
Other (list)			

PLANNER ADDITIONAL SERVICES PROPOSAL/AMENDMENT

Project: _____ Project N^o. _____

Planner: _____ Contract N^o. _____

_____ Proposal Amendment N^o. _____

Reason and Justification for Proposal: (use additional sheets, if necessary)

Requested or initiated by: User Agency Owner Planner Other

In accordance with Article 2 and/or Article 13, where applicable, Additional Services to the Agreement between Owner and Planner, the Planner is authorized to provide the following described services (scope of services and upset maximum compensation).

The Original Contract Sum was	\$ _____
Net Change by previously authorized Contract Amendments	\$ _____
Net Change by previously authorized Additional Services	\$ _____
The Contract Sum prior to this request was	\$ _____
The Contract Sum will be increased decreased unchanged	\$ _____
The new Contract Total including this proposal will be	\$ _____

Approved by the governing body at its meeting of

AGREED AND RECOMMENDED

APPROVED

PLANNER

OWNER

By _____ By: _____
Mayor/Chairperson

Title _____ Attest

PLANNER PAY REQUEST

Planner: _____

Date: _____

Statement N°: _____

Purchase Order N°: _____

Project: _____

Project N°: _____

	Contract Sum	Completed to Date	Less Previous Payments	Amount this Request
Basic Services				
Initial Citizen Input Phase	\$	\$	\$	\$
Data Collection Phase	\$	\$	\$	\$
Study Phase	\$	\$	\$	\$
Secondary Citizen Input Phase	\$	\$	\$	\$
Final Report Phase	\$	\$	\$	\$
Implementation Phase	\$	\$	\$	\$
Additional Services **	\$	\$	\$	\$
Reimbursables **	\$	\$	\$	\$
Gross Receipt Taxes	\$	\$	\$	\$
Total Lump Sum Fixed Amount	\$	\$	\$	\$

TO DATE: \$ _____
\$ _____

TOTAL AMOUNT DUE:

** All Additional Services and Reimbursables other than what has been shown in paragraph 12 must be authorized by Contract Amendment.

CERTIFICATION

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount due has been received.

By: _____ Title _____

OWNER USE ONLY

I certify that the above services were rendered as stated; that they were necessary and proper and that the amounts claimed are just and reasonable and that no part thereof has been paid.

By: _____ Title _____

FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A- 102 standards.

1. Termination of Contract for Cause. If, through any cause, the Planner shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Planner shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Planner of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Planner under this Contract shall, at the option of the Owner, become its property and the Planner shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

1.1 Notwithstanding the above, the Planner shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Planner, and the Owner may withhold any payments to the Planner for the purpose of set-off until such time as the exact amount of damages due the Owner from the Planner is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Planner. If the Contract is terminated by the Owner as provided herein, the Planner will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Planner, paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Planner to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planner compensation, which are mutually agreed upon by and between the Owner and the Planner, shall be incorporated in written amendments to this contract.

4. Personnel.

4.1 The Planner represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

4.2 All of the services required hereunder will be performed by the Planner or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

4.3 None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Planner shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto: Provided, however, that claims for money by the Planner from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Planner, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Planner shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other

records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Planner under this Contract are confidential and the Planner agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Planner.

10. Compliance with Local Laws. The Planner shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Planner shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Planner agrees as follows:

11.1 The Planner will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Planner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

11.2 The Planner will, in all solicitation or advertisements for employees placed by or on behalf of the Planner, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

11.3 The Planner will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11.4 The Planner will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

11.5 The Planner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

11.6 In the event of the Planner's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Planner may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

11.7 The Planner will include the provisions of paragraphs 11.1 through 11.7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Planner will take such action with respect to any subcontract or purchase order as the Owner's representative may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Planner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Planner may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

131 No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

141 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 to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

142 The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder 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.

143 The contractor will send to each labor organization or representative or 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 this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

144 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 Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

145 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder 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 Part 135.

15. Interest of Members of the Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Planner shall take appropriate steps to assure compliance.

16. Interest of other Local Public Officials. No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Planner shall take appropriate steps to assure compliance.

17. Interest of Planner and Employees. The Planner covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Planner further covenants that in the performance of this Contract, no person having any such interest shall be employed.

18. Access to Records. The State funding (grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives,

shall have access to any books, documents, papers and records of the Planner which are directly pertinent to

this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of close-out of the grant.

**FY 2017-2018
QUAY COUNTY
RESOLUTION NO. 16
DESIGNATING POLLING PLACES FOR
ELECTION CYCLE 2018-2019**

WHEREAS, Section 1-3-2(A-1) NMSA provides that the Board of Quay County Commissioners shall by resolution designate the polling place for each precinct prior to the primary and general elections that shall provide individuals with physical mobility limitations, an unobstructed access to at least one voting machine.

WHEREAS, the precincts and polling places are designated as follows:

- Precinct 1** – House Community/Senior Citizens Center – 110 South Apple Street, House, NM
- Precinct 2** – Forrest Fire Department – 209 State Highway 210, Forrest, NM
- Precinct 3** – San Jon City Community Center – 2357 State Highway 469, San Jon, NM
- Precinct 4** – Nara Visa Community Center – 950 Bell Street, Nara Visa, NM
- Precinct 5** – Logan Civic Center – 100 North Second Street, Logan, NM
- Precinct 6** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 7** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 8** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 9** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 10** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 11** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM
- Precinct 12** – Vote Center – Tucumcari Convention Center – 1500 West Route 66 Blvd., Tucumcari, NM

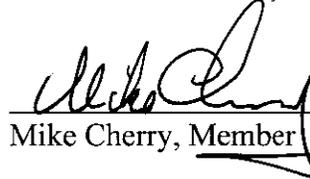
Precinct 13 - Absentee – Quay County Courthouse – 300 South Third St., Tucumcari, NM

Precinct 14 – Early - Quay County Courthouse – 300 South Third St., Tucumcari, NM

6 **WHEREAS**, this Resolution is hereby PASSED, APPROVED, AND ADOPTED this day of November, 2017.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Mike Cherry, Member


Sue Dowell, Member




Ellen L. White, County Clerk

APPROVED:

New Mexico Secretary of State

DATE/17	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD
2-Oct-17	ARMANDO	QUAY ROAD 49	2000-2200	2.00	
	LOUIS	QUAY ROAD 60	1670-1820	1.52	
	LOUIS	QUAY ROAD Q	5900-6050	1.26	
	LOUIS	QUAY ROAD 64	1800-1900	1.00	
	TONY	QUAY ROAD 96	0700-1100	4.00	
3-Oct-17	ARMANDO	QUAY ROAD AK.4	6350-6375	0.22	
	ARMANDO	QUAY ROAD AK	6300-6400	1.00	
	ARMANDO	QUAY ROAD 64	3600-3700	1.00	
	ARMANDO	QUAY ROAD 63.8	3600-3700	1.00	
	ARMANDO	QUAY ROAD 63.4	3630-3698	0.76	
	ARMANDO	QUAY ROAD 63.5	3600-3650	0.50	
	LOUIS	QUAY ROAD 72	1100-1800	6.86	
	LOUIS	QUAY ROAD J	6920-7200	2.80	
	TONY	QUAY ROAD L	9000-9500	5.00	
9-Oct-17	TONY	QUAY ROAD J	9600-9800	2.00	
	TONY	QUAY ROAD M	10000-10100	1.00	
	TONY	QUAY ROAD 101	1300-1400	1.00	
	DONALD	QUAY ROAD 27	4500-5000	5.00	
	LOUIS	QUAY ROAD E	6600-7350	7.40	
10-Oct-17	LOUIS	QUAY ROAD 65	1600-1800	2.00	
	LOUIS	QUAY ROAD O	6400-6600	2.00	
	LOUIS	QUAY ROAD J	6300-6600	3.00	
	LOUIS	QUAY ROAD 63	1000-1050	0.50	
	LOUIS	QUAY ROAD 67	1400		FIXED WASHOUT
	DONALD	QUAY ROAD AT	2400-3000	6.00	
	DONALD	QUAY ROAD 25.5	4500-4600	1.00	
	TONY	QUAY ROAD BK	5250-5750	5.00	
	TONY	QUAY ROAD AY	5860-5900	0.40	
11-Oct-17	TONY	QUAY ROAD L	9500-9600	1.00	
	TONY	QUAY ROAD 101	1000-1300	3.00	
	DONALD	QUAY ROAD AY	3000-3100	1.00	
	DONALD	QUAY ROAD AZ	3100-3200	2.00	
	DONALD	QUAY ROAD 33	5000-5100	1.00	
	DONALD	QUAY ROAD 31	4900-5000	1.00	
	LOUIS	QUAY ROAD O	6600-6750	0.50	
	LOUIS	QUAY ROAD 64	1800-2000	2.00	
	LOUIS	RT. 66	1100-1475	3.75	
12-Oct-17	DONALD	QUAY ROAD BC	3300-3700	4.00	
	DONALD	QUAY ROAD 32	4900-5000	1.00	
	DONALD	QUAY ROAD AY	3100-3200	1.00	
	DONALD	QUAY ROAD AZ	3100-3000	1.00	
	TONY	QUAY ROAD 80.4	1400-1750	3.50	
	LOUIS	QUAY ROAD O	5900-6300	4.00	
	LOUIS	QUAY ROAD 62	1300-1500	2.00	
	LOUIS	QUAY ROAD M	5900-6200	2.50	
	LOUIS	QUAY ROAD K	5900-6040	1.40	
16-Oct-17	LOUIS	QUAY ROAD L	4800-5180	3.80	
	LOUIS	QUAY ROAD M	5180-5400	3.20	

	DONALD	QUAY ROAD 29	5000-5100	1.00 PULLED DITCHES
	DONALD	QUAY ROAD AL	2900-3000	1.00 PULLED DITCHES
	DONALD	QUAY ROAD 30	5000-5100	1.00 PULLED DITCHES
	DONALD	QUAY ROAD 31	4600-4700	1.00 PULLED DITCHES
	DONALD	QUAY ROAD AV	3000-3100	1.00 PULLED DITCHES
	TONY	QUAY ROAD 82.4	1550-1700	1.35
	TONY	QUAY ROAD 71.2	2300-2400	1.00
	TONY	QUAY ROAD 78	2600-2675	0.81
	TONY	QUAY ROAD W	7730-7800	0.67
	TONY	QUAY ROAD Y	7750-7800	0.50
	ARMANDO	QUAY ROAD 49	2000-2200	2.00
	ARMANDO	QUAY ROAD V	4800-4900	1.00
	ARMANDO	QUAY ROAD AM	3800-3900	1.00
17-Oct-17	DONALD	QUAY ROAD AW	3000-3200	2.00
	DONALD	QUAY ROAD 31	1300-4600	3.00
	DONALD	QUAY ROAD 31	4700-4800	1.00
	DONALD	QUAY ROAD AU	3000-3100	1.00
	DONALD	QUAY ROAD AT	3000-3100	1.00
	TONY	MOUNTAIN ROAD	6100-6200	1.00
	TONY	QUAY ROAD 43	4200-4500	3.00
	LOUIS	QUAY ROAD A	6300-6350	0.50
	LOUIS	RT. 66	0050-0700	6.50
	ARMANDO	QUAY ROAD AN	3600-3900	3.00
	ARMANDO	QUAY ROAD 36	3600-3900	3.00
	ARMANDO	QUAY ROAD 40	2700-2900	2.00
	ARMANDO	QUAY ROAD AD	3900-4100	2.00
18-Oct-17	TONY	QUAY ROAD 43	4500-4600	1.00
	TONY	QUAY ROAD AJ	6200-6300	1.00
	TONY	QUAY ROAD AG	6200-6300	1.00
	TONY	QUAY ROAD 62	3300-3400	1.00
	LOUIS	QUAY ROAD 58	2100-2674	5.74
	LOUIS	QUAY ROAD 57	1800-1900	1.00
	DONALD	QUAY ROAD AS	3600-3700	1.00
	DONALD	QUAY ROAD 36	4300-4400	1.00
	DONALD	QUAY ROAD U	3100-3300	2.00
	ARMANDO	QUAY ROAD 40	2900-3100	2.00
	ARMANDO	QUAY ROAD AE	3900-4100	2.00
	ARMANDO	QUAY ROAD AE	4100-4200	1.00
19-Oct-17	LOUIS	QUAY ROAD 57	1900-2200	3.00
	LOUIS	QUAY ROAD V	5550-5700	1.50
	LOUIS	QUAY ROAD 61	2100-2200	1.00
	LOUIS	QUAY ROAD V	6100-6320	2.20
	LOUIS	QUAY ROAD 63	2100-2200	1.00
	DONALD	QUAY ROAD AY	3000-3300	3.00
	DONALD	QUAY ROAD 33	4900-5100	2.00
	DONALD	QUAY ROAD AX	3300-3500	2.00
	ARMANDO	QUAY ROAD 40	3100-3300	2.00
	ARMANDO	QUAY ROAD AH	3900-4000	1.00
23-Oct-17	DONALD	QUAY ROAD 33	5200-5300	1.00
	DONALD	QUAY ROAD BC.8	3300-3375	0.75
	DONALD	QUAY ROAD BC	3300-3500	2.00

	LOUIS	QUAY ROAD U	5700-5950	2.50	
	LOUIS	QUAY ROAD 64	1350-1500	1.50	
	LOUIS	QUAY ROAD 65	1350-1500	1.50	
	LOUIS	QUAY ROAD N	6500-6600	1.00	
	TONY	QUAY ROAD C	8650-9100	2.50	
	TONY	QUAY ROAD 90	0300-0500	2.00	
	ARMANDO	QUAY ROAD AF	3700-3800	1.00	
	ARMANDO	QUAY ROAD 37	3100-3200	1.00	
24-Oct-17	TONY	QUAY ROAD E	8900-9000	1.00	
	TONY	QUAY ROAD 93	0300-0450	1.50	
	TONY	QUAY ROAD k	8270-8370	1.00	
	LOUIS	QUAY ROAD 53	0500-0600	1.00	
	LOUIS	QUAY ROAD 56	0275-0500	2.10	
	LOUIS	RT. 66	0700-0900	2.00	
	ARMANDO	QUAY ROAD AH	3400-3600	2.00	
	ARMANDO	QUAY ROAD AF	3200-3300	1.00	
25-Oct-17	DONALD	QUAY ROAD 27	4800-5000	2.00	
	DONALD	QUAY ROAD 26	4900-5000	1.00	
	DONALD	QUAY ROAD AX	2400-2600	2.00	
	DONALD	QUAY ROAD 26	4900-4950	0.50	
	LOUIS	QUAY ROAD 49	0500-0870	4.30	
	LOUIS	QUAY ROAD I	4860-4900	0.50	
	LOUIS	QUAY ROAD I	4900-5100		FIXED 4 WASHOUTS
	LOUIS	QUAY ROAD 51	0900-1200		FIXED 5 WASHOUTS
	TONY	QUAY ROAD C	9100-9300	2.00	
	TONY	QUAY ROAD 93	0200-0300	1.00	
	TONY	NARA VISA STS.		4.50	
	ARMANOD	QUAY ROAD 47	1700-1900	2.00	
	ARMANOD	QUAY ROAD Q	4700-4800	1.00	
26-Oct-17	DONALD	QUAY ROAD 25	4900-5100	2.00	
	DONALD	QUAY ROAD BC	2400-2600	2.00	
	LOUIS	QUAY ROAD M	5400-5900	5.00	
	LOUIS	RT. 66	0900-1100	2.00	
	ARMANDO	QUAY ROAD 48	1600-1700	1.00	
	ARMANDO	QUAY ROAD P	4700-4800	1.00	
30-Oct-17	LOUIS	QUAY ROAD 50	1200-1700	5.53	
	DONALD	QUAY ROAD 24	4900		FIXED HOLES ON INTERSECTION
	DONALD	QUAY ROAD 25	4900-5000	1.00	
	DONALD	QUAY ROAD BC	2600-2825	2.25	
	TONY	QUAY ROAD 92	0550-0700	1.50	
	TONY	QUAY ROAD 92.5	0400-0500	1.00	
	TONY	NARA VISAS STS		4.50	
	ARMANDO	QUAY ROAD 63.4	3630-3698	0.76	
31-Oct-17	TONY	QUAY ROAD 93	1200-1800	6.00	
	LOUIS	QUAY ROAD 50	1700-1800	1.00	
	LOUIS	QUAY ROAD 54	1750-1800	0.32	
	LOUIS	QUAY ROAD 55	1800-2000	2.00	
	ARMANDO	QUAY ROAD 63.8	3600-3700	1.00	
	ARMANDO	QUAY ROAD AK.4	6350-6375	0.22	
	ARMANDO	QUAY ROAD AK	6300-6400	1.00	

ARMANDO	QUAY ROAD 63.5	3600-3650	0.50
ARMANDO	QUAY ROAD AJ	6300-6400	1.00
ARMANDO	QUAY ROAD Z.5	6246-6275	0.30
ARMANDO	QUAY ROAD AC	6300-6400	1.00
LOUIS	QUAY ROAD S	5400-5500	1.00

TOTAL	282.67
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QUAY COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 53

AN ORDINANCE AMENDING ORDINANCE NO. 51 TO CORRECT THE NAME OF THE LESSEE UNDER AN INDUSTRIAL REVENUE BOND LEASE; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Quay County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to Sections 4-20-1 through 4-20-7 NMSA 1978; and

WHEREAS, the County Board of Commissioners (the "Commission") adopted Ordinance No. 51 (the "Bond Ordinance") on October 9, 2017;

WHEREAS, the Bond Ordinance authorizes the issuance of the County's Taxable Industrial Revenue Bonds (New Mexico Wind Energy Center Repower Project) Series 2017 (the "Bonds") for the benefit of New Mexico Wind Energy Center, LLC, an affiliate of NextEra Energy Resources, LLC ("NextEra");

WHEREAS, following the adoption of the Bond Ordinance, NextEra informed the County that NextEra had inadvertently provided an incorrect name for the subsidiary, because "New Mexico Wind Energy Center, LLC", although based on the name of a NextEra wind farm project, does not correspond to any legal entity;

WHEREAS, NextEra has requested the Commission to amend the Bond Ordinance to correct the name of the subsidiary to "FPL Energy New Mexico Wind, LLC";

WHEREAS, the Commission has determined that it is in the best interest of the County to amend the Bond Ordinance to correct the name of the NextEra subsidiary; and

WHEREAS, there has been published in the *Quay County Sun*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Ordinance, which notice was published at least fourteen days prior to final action upon this Ordinance.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds are ratified, approved and confirmed.

Section 2. AMENDMENT OF NAME OF COMPANY. The definition of "Company" in the Bond Ordinance is changed from "New Mexico Wind Energy Center, LLC, a Delaware limited liability company", to "FPL Energy New Mexico Wind, LLC, a Delaware limited liability company".

Section 3. ORDINANCE IRREPEALABLE. After the Bonds are issued, this Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indenture (as such term is defined in the Bond Ordinance).

Section 4. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Ordinance are repealed by this Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 5. SEVERABILITY. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 6. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Commission of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this 13th day of November, 2017.

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: *Franklin McCasland*
Franklin McCasland, Chairman

By: *Sue Dowell*
Sue Dowell, Member

By: *Mike Cherry*
Mike Cherry, Member



(SEAL)

ATTEST:

By: *Ellen White*
Ellen White, County Clerk

EASEMENT

PHILLIP H. BIDEGAIN, successor trustee of the **PHILLIP B. BIDEGAIN AND YETTA HOOVER BIDEGAIN REVOCABLE TRUST**, DATED NOVEMBER 13, 2017 (hereinafter "Grantor") hereby grants to Quay County, New Mexico the right and authority to enter upon the lands described below, (hereinafter the "Property"), in order to construct, install, operate, maintain, repair, inspect and replace a Radio Antenna and Tower.

TOGETHER WITH the right of ingress or egress upon or across the property, as may be reasonably necessary to allow Quay County to exercise the rights created by this Easement.

THE PROPERTY is located in Quay County, New Mexico and is more particularly described as follows:

A square consisting of 3136 square feet located in the SW1/4NW1/4 Sec 31,T11N,R31 East as depicted on the attached survey as "county tower".

This Easement is executed and delivered by the Grantor(s) with warranty covenants.

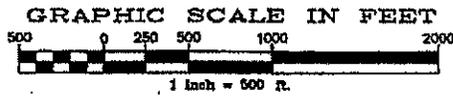
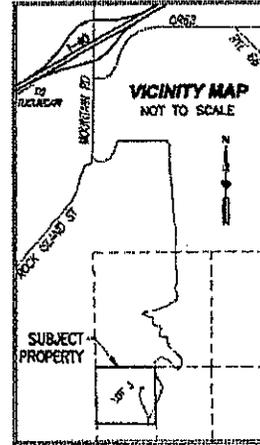
QUAY COUNTY will indemnify the Grantor(s) and hold them harmless from any liability or claim of liability, which may arise as a result of the exercise by Quay County of any rights created by this Easement. Quay County shall be responsible for maintaining the Ranch Road to the site at the County's expense.

This Easement shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto and shall run with the land provided that Quay County makes an annual payment of \$1200.00. The entire payment shall be made on or before January 31 of each year beginning in 2018.

EXHIBIT A

RECORD OF SURVEY

SITUATED WITHIN SECTION 31,
TOWNSHIP 11 NORTH, RANGE 31 EAST
NEW MEXICO PRINCIPAL MERIDIAN
QUAY COUNTY, NEW MEXICO



REFERENCE

COMMITMENT FOR TITLE INSURANCE BY STEWART TITLE GUARANTEE COMPANY, FILE NUMBER: 20110150
DATED: JUNE 21, 2011

NOTES

1. RIGHT OF WAY AND EASEMENT PER BK. 56, PG. 985-986 AND PER BK. 56, PG. 70-71 OF MISCELLANEOUS RECORDS.
2. RIGHT OF WAY AND UTILITY EASEMENT PER BK. 56, PG. 70-71 OF MISCELLANEOUS RECORDS.

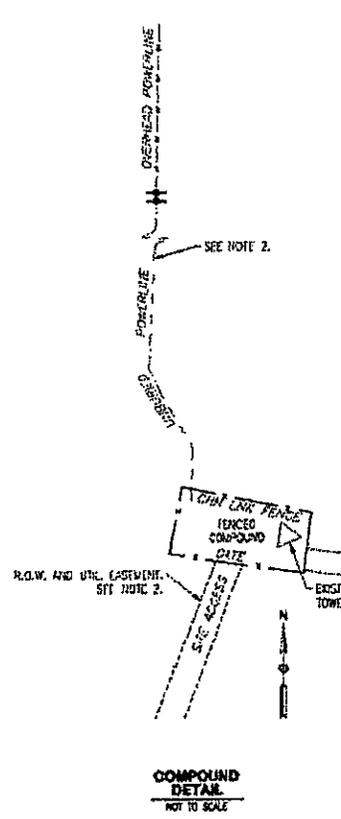
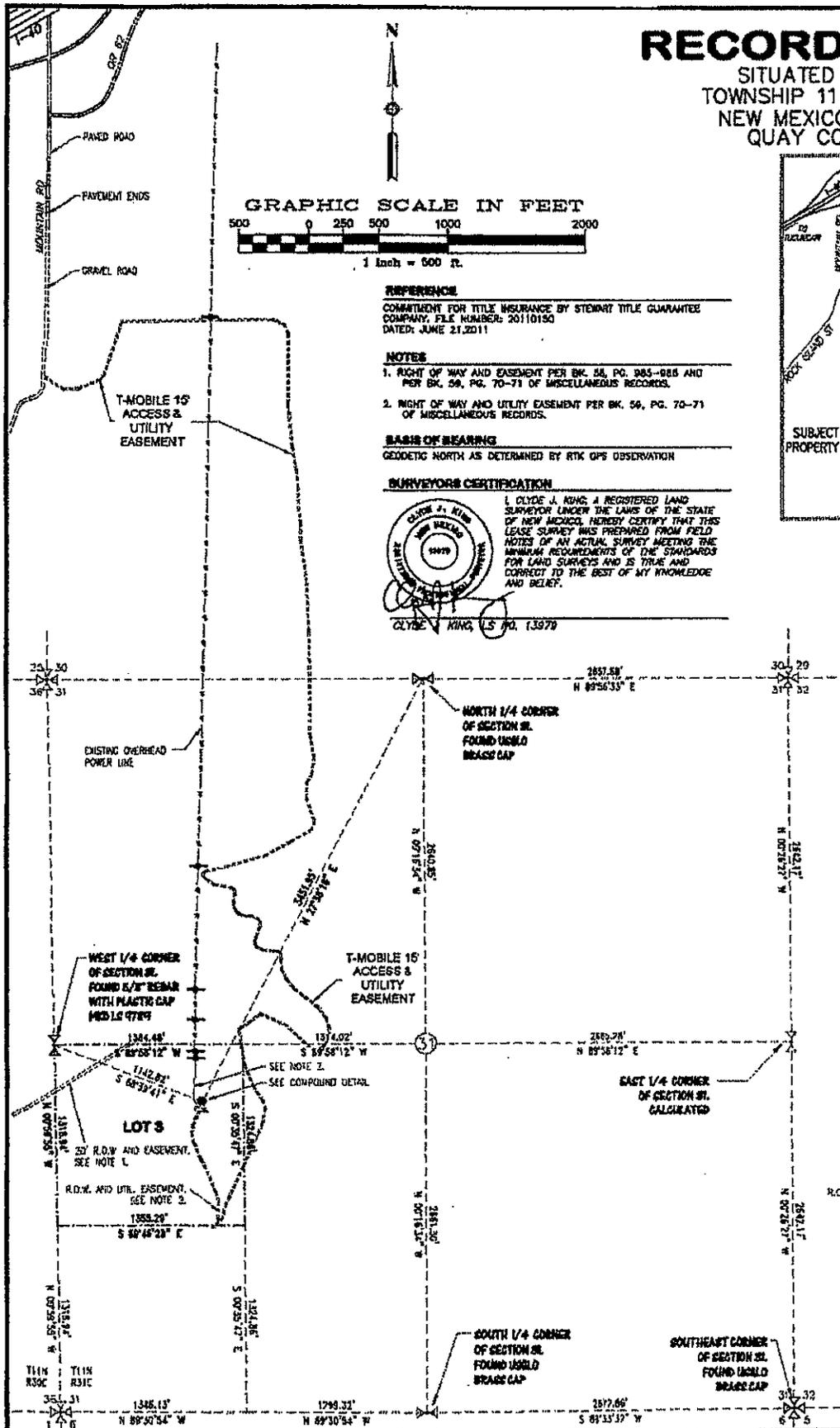
BASIS OF BEARING

GEODETIC NORTH AS DETERMINED BY RTK GPS OBSERVATION

SURVEYORS CERTIFICATION

I, CLYDE J. KING, A REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS LEASE SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL SURVEY MEETING THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CLYDE J. KING, L.S. NO. 13979



<p>ABSOLUTE SURVEYING & MAPPING, LLC P.O. BOX 86 BUCHHORN, NM 88028 PH: 575-958-3676</p>	<p>LEGEND:</p> <p>◻ 1/4 SECTION CORNER AS NOTED</p> <p>⊗ SECTION CORNER AS NOTED</p>	<p>— UTILITY POLE</p> <p>⊙ FOUND USGS TRI-STATION AS NOTED</p>	<p>DATE: 01/27/2012</p> <p>SCALE: 1"=500'</p> <p>DRAWN BY: JRT</p> <p>CHECKED BY: JRT</p> <p>FIELD WORK: CR</p> <p>ARR. JOB NO.: 12-058, 7 OF 7</p> <p>DATE: 01/27/2012</p>
	<p>DATE: 01/27/2012</p>		<p>SCALE: 1"=500'</p>
	<p>DRAWN BY: JRT</p>		<p>SCALE: 1"=500'</p>
	<p>CHECKED BY: JRT</p>		<p>SCALE: 1"=500'</p>