



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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
AUGUST 24, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 13, 2018

Approval/Amendment of Agenda

Public Hearing

Franklin McCasland, Quay County Commission Chairman

- **Proposed Ordinance No. 54 – Adopting a Special County Hospital Gross Receipts Tax**

Public Hearing Adjourned

Public Comment

Ongoing Business

New Business

- I. **Franklin McCasland, Quay County Commission Chairman**
 - Request Approval of **Ordinance No. 54 – Adopting a Special County Hospital Gross Receipts Tax**
- II. **Linda Gonzalez, City of Tucumcari Library Director**
 - Request Approval of **Library Funding**
- III. **Patsy Gresham, Quay County Treasurer**
 - Discussion of **Debit/Credit Card Processing Update**
- IV. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **FY 2018-2019 Resolution No. 6 – Adoption of the 2020-2024 Quay County Infrastructure Capital Improvement Plan (ICIP)**
 - Request Approval of **FY 2018-2019 Resolution No. 7 – Budget Adjustment**



DOC HCM-00448
09/10/2018 01:25 PM Doc Type: COCOM
Fee (No FieldTag Finance TotalFees found) Pages: 33
Quay County, NM Ellen White - County Clerk, County_Cle



- V. **Darla Munsell, Quay County Road Administrative Assistant**
- Request Approval of **Capital Outlay Agreement – NMDOT Capital Appropriation Project**
 - **Road Update**
- VI. **Richard Primrose, Quay County Manager**
- **Correspondence**
- VII. **Request Approval of Accounts Payable**
- VIII. **Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 24, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 24th day of August, 2018 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:

Linda Gonzalez, City of Tucumcari Library Director
Merlinda Turner, City of Tucumcari Library Volunteer
Daniel Zamora, Quay County Emergency Management Coordinator
Donald Adams, Quay County Fire Marshall
Vic Baum, Quay County Assessor
Patsy Gresham, Quay County Treasurer
Darla Munsell, Quay County Road Administrative Assistant
Cheryl Simpson, Quay County Manager's Office
Ron Warnick, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Merlinda Turner led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 13, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye"

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

Chairman McCasland called the Public Hearing to order for the purpose of adopting Ordinance No. 54; A Special County Hospital Gross Receipts Tax. Time noted 9:05 a.m.

PUBLIC HEARING

Commissioner Dowell asked those in attendance to please remind everyone this is a continuance of an existing tax and not a newly imposed tax.

There were no additional comments from the public.

Chairman McCasland closed the Hearing. Time noted 9:10 a.m.

PUBLIC COMMENTS:

Donald Adams, Quay County Fire Marshall asked the Commissioners to explore the idea of adding additional handicap accessible parking spots to the west side of the Exhibit Center. Adams stated, during the Fair, a lot of elderly people attend, and the accessible parking is not ample for those in attendance.

Adams also offered gratitude to Danny Estrada and the maintenance crew for the County. Adams said they do an excellent job maintaining that facility during the Fair and should be formally recognized for their efforts. Commissioner Dowell echoed Adams' comments regarding the maintenance staff.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Chairman McCasland presented for approval Ordinance No. 54; Adoption of a Special County Hospital Gross Receipts Tax. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Ordinance as presented. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of Ordinance No. 54 is attached to these minutes and the question regarding implementing this tax will be on the November 6 General Election ballot.

Linda Gonzalez, City of Tucumcari Library Director requested approval of \$2,000.00 to the Library to assist with the Summer Reading Program. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditure, approved in the current year budget. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Patsy Gresham, Quay County Treasurer informed the Commissioners she is moving forward with negotiating an Agreement with Value Payment to work in coordination with the Tyler Eagle Software for debit and credit card processing.

Cheryl Simpson, Quay County Finance Director requested approval of the following Resolutions:

- Resolution No. 6; Adoption of the 2020-2024 Quay County Infrastructure Capital Improvement Plan (ICIP). A MOTION was made by Mike Cherry, SECONDED by Sue

- Dowell to approve Resolution No. 6. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.
- Resolution No. 7; Budget Adjustments (Increase to State Fire Marshall Allotment and Decrease to Debt Services). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 7. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Darla Munsell, Quay County Road Administrative Assistant presented the following items:

- Requested approval of an Agreement with the Department of Transportation for the Capital Improvements Appropriation Project in the amount of \$50,000.00. (Quay Road AR) 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". A copy is attached to these minutes.
- Work will begin on Quay Road AI Monday with the reclaiming process. The road will be closed to the traveling public from Hwy 54 to I-40 for approximately two weeks. Chairman McCasland asked Primrose to let all law enforcement agencies know of the closure to assist the road crews when needed. Primrose stated proper notification will be distributed.
- During the recent RPO meeting, the Department of Transportation listed the following upcoming projects in Quay County:

1. NM Highway 93; 3.3 miles
2. NM Highway 54; 7.4 miles (mile markers 302.5 to 304 and 310 to 315)
3. I-40; 2 miles

Richard Primrose, Quay County Manager presented the following correspondence:

1. Distributed the August Gross Receipts Tax Report.

Commissioner Dowell asked Primrose what the status of the Facility Use Rental Agreement is that was tabled at the last meeting. Primrose reported he has received the Agreement from the Attorney and plans to distribute the draft this week for review.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending August 21, 2018. 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

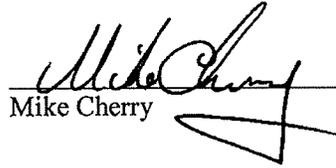
There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:05 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry




Ellen L. White, County Clerk

ORDINANCE NO. 54

ADOPTING A SPECIAL COUNTY HOSPITAL GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF QUAY COUNTY:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this county for the privilege of engaging in business in this county an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "special county hospital gross receipts tax".

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No special county hospital gross receipts tax shall be imposed on the gross receipts arising from:

- A. Transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the county to another point outside the county; or
- B. Direct broadcast satellite services.

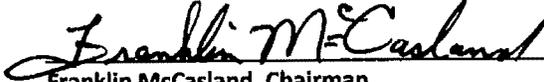
Section 4. Dedication. Revenue from the special county hospital gross receipts tax is dedicated to finance the current operations and maintenance of a hospital owned and operated by the county or operated and maintained by another party pursuant to a lease with the county in caring for sick and indigent persons and shall be an expenditure for a public purpose (Quay County). Revenue from the special county hospital gross receipts tax is dedicated for county ambulance transport costs or for operation of a rural health clinic (Luna County).

Section 5. Effective Date. The effective date of the special county hospital gross receipts tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department. On that effective date Ordinance No. 45 is repealed.

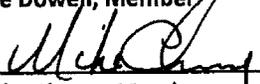
Section 6. Delayed Repeal (Mandatory). Ordinance Number 54 is repealed effective June 30, 2024.

ADOPTED BY THE GOVERNING BODY OF QUAY COUNTY THIS 24th DAY OF AUGUST, 2018.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



ATTEST:

Ellen L. White, County Clerk



QUAY COUNTY GOVERNMENT
FISCAL YEAR 2018-2019

RESOLUTION NO. 6

**A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL
IMPROVEMENTS PLAN (ICIP)**

WHEREAS, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, a systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

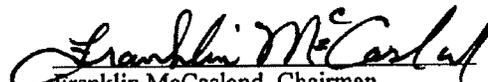
NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. The county has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 12 for FY 2017-2018.

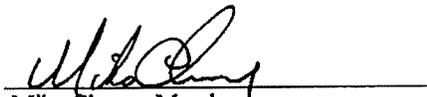
PASSED, APPROVED AND ADOPTED by governing body at its meeting of August 24th, 2018.



QUAY COUNTY COMMISSION


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, Deputy Quay County Clerk

Infrastructure Capital Improvement Plan FY 2020-2024

**Quay County
Project Summary**

ID	Year	Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
27887	2020	001	Quay County Detention Center Renovations	Facilities - Other	0	500,000	0	0	0	0	500,000	500,000	No
33936	2020	002	Quay Road AR Improvements	Transportation - Highways/Roads/Bridges	0	750,000	0	0	0	0	750,000	750,000	No
22065	2020	003	Fairgrounds Roof Replacement	Facilities - Convention Facilities	0	350,000	0	0	0	0	350,000	350,000	No
33939	2020	004	Quay Road 63/Quay Road AP Improvements	Transportation - Highways/Roads/Bridges	0	750,000	0	0	0	0	750,000	750,000	No
24423	2020	005	Bridge #1042 and #1044 on Historic Rt. 66	Transportation - Highways/Roads/Bridges	0	2,000,000	1,000,000	0	0	0	3,000,000	3,000,000	Yes
31133	2021	001	Asset Management Procedure Plan	Other - Other	0	0	100,000	0	0	0	100,000	100,000	No
32711	2021	002	Ute Reservoir Watershed Restoration	Water - Storm/Surface Water Control	0	0	500,000	0	0	0	500,000	500,000	No
23125	2021	003	Dump Truck Equipment	Equipment - Other	0	0	350,000	0	0	0	350,000	350,000	No
27731	2021	004	Courthouse Window Replacement	Facilities - Administrative Facilities	0	0	400,000	0	0	0	400,000	400,000	No
23108	2022	001	Dozer Equipment	Equipment - Other	0	0	0	750,000	0	0	750,000	750,000	No
22058	2022	002	County Vehicles	Transportation - Other	0	0	0	300,000	0	0	300,000	300,000	No
23127	2022	003	Pneumatic Roller	Equipment - Other	0	0	0	170,000	0	0	170,000	170,000	No

Number of projects: 12 **Funded to date:** **Year 1:** **Year 2:** **Year 3:** **Year 4:** **Year 5:** **Total Project Cost:** **Total Not Yet Funded:**

Infrastructure Capital Improvement Plan FY 2020-2024

Grand Totals	0	4,350,000	2,350,000	1,220,000	0	0	7,920,000
--------------	---	-----------	-----------	-----------	---	---	-----------

Tuesday, August 21, 2018

Quay County/ICIP 10000

**QUAY COUNTY
FISCAL YEAR 2018-2019
RESOLUTION No. 7**

Authorization of Budgetary Increase to **State Fire Marshall Allotment**
And Budgetary Decrease to **Debt Service** (Fire transfers to NMFA)

WHEREAS, at meeting of the Board of Quay County Commissioners on August 24,
2018 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request
these Budgetary Adjustments:

State Fund 20900			
Budgetary Increase		<u>DEBIT</u>	<u>CREDIT</u>
20900-0001-47100 State Fire Marshall Allotment			\$21,562.00
20900-3002-57170 Utilities		\$5,000.00	
20900-3002-57999 Other Operating Costs		\$19,800.00	
20900-0001-61200 Transfers Out			\$13,871.00
State Fund 40400			
Budgetary Decrease			
40400-0001-61100 Transfers In		\$14,308.00	
40400-2004-59010 NMFA Principal			\$14,308.00
State Fund 11000			
Transfer Increase			
11000-0001-61100 Transfers In			\$ 437.00
	<u>Revenue Inc.</u>	<u>Inc. to Utilities/Ins</u>	<u>Decrease to NMFA</u>
Fire I	+\$2,834.00	+ \$3,200.00	(\$139.00)
Fire II	+\$1,832.00	+ \$2,200.00	(\$124.00)
Fire III	+\$1,832.00	+ \$3,200.00	(\$163.00)
Nara Visa	+\$1,313.00	+ \$4,200.00	(\$119.00)
Forrest	+\$1,762.00	+ \$2,200.00	(\$ 78.00)
Jordan	+\$3,006.00	+ \$2,200.00	(\$3,173.00)
Bard Endee	+\$4,146.00	+ \$3,200.00	(\$10,069.00)
Quay Valley	+\$1,762.00	+ \$2,200.00	(\$356.00)
Porter	+\$1,313.00	+ \$2,200.00	(\$ 87.00)
Fire Marshal	+\$1,762.00	+ \$ 437.00 Transfer Out to General	

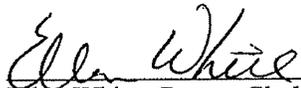
WHEREAS, the above activity was not contemplated at the time the final budget was
adopted and approved **Additional State Fire Marshall Distribution and
Decrease to NMFA Payments**

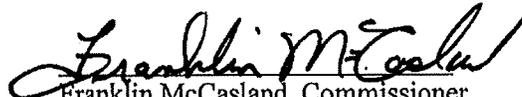
NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government
Division of the Department of Finance and Administration, the above
Budgetary Adjustments be made.

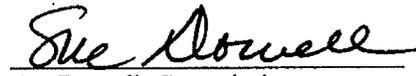
DONE at Tucumcari, County of Quay, New Mexico this 24th day of August, 2018.



ATTEST:


Ellen White, County Clerk


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

Contract Number: _____
Vendor Number: 000054395
Control Number: C4182655

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and Quay County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 80, Section 32, Subsection 53, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID C2655 NMDOT Control Number C4182655 **\$50,000**

APPROPRIATION REVERSION DATE: 6/30/2022

Laws of 2018, Chapter 80, Section 32, Subsection 53, Fifty Thousand Dollars and No Cents (\$50,000), to to plan and design road and drainage improvements to Quay road AR in Quay county .

The Grantee's total reimbursements shall not exceed Fifty Thousand Dollars and No Cents \$50,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, , which equals Fifty Thousand Dollars and No Cents \$50,000 (the "Adjusted Appropriation Amount").

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: Quay County
Name: Larry Moore
Title: Road Superintendent

Address: P.O. Box 1246, Tucumcari, New Mexico 88401
Email: Larry.Moore@QUAYCOUNTY-NM.GOV
Telephone: 575-403-7735

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office
Name: Heather Sandoval
Title: Assistant District Four Engineer – Engineering
Address: P.O. Box 10, Las Vegas, NM 87710
Email: Heather.Sandoval@state.nm.us
Telephone: 505-454-3663

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and

- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The

Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's 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 sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that 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 Grant, during their 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 or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No 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 Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the Quay County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Quay County's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Quay County or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Quay County or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Quay County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Quay County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

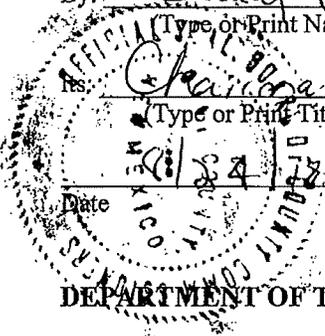
Franklin McCasland
Signature of Official with Authority to Bind Grantee

Franklin McCasland
Entity Name

By: Quay County
(Type or Print Name)

As: Chairman
(Type or Print Title)

Date: 8/1/18



DEPARTMENT OF TRANSPORTATION

By: _____

Its: Cabinet Secretary or Designee

Date: _____

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

Cynthia A. Christ
By: Cynthia Christ

Its: Assistant General Counsel

8-1-18
Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (if Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if Applicable): _____
 G. Grant Balance: _____
 H. GF GOB STB (attach wire if first draw)
 I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

 Grantee Fiscal Officer
 or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

 Date:

 Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The Quay County shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The Quay County shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

QUAY COUNTY TREASURERS REPORT TO COMMISSION

August 24, 2018

Just an update on the Debit/Credit Card project. The office was busy during May, June and July regarding tax collection and delinquent payment notifications to taxpayers and to State Property Tax Division. The debit/credit card project was "on hold" for a couple of months.

I have talked with Tyler and with Value Payments and have decided Quay County can process debit/credit cards without buying the "E Commerce Module" from Tyler. This module allows customers to automatically post "on line" payments to the Eagle Webb software. In discussing this in more detail I determined that Value Payments can accommodate these on line payments as well as the face to face and telephone payments using debit/credit cards. It requires a little more work in our office each day, but is not prohibitive to the project and saves the \$6500.

I have attached a new proposal from Tyler which deletes the E Commerce piece and discounts the Eagle Webb software by \$2,000. The Value Payments portion of this project, at this time, has no charge. I am waiting to determine if Tyler will charge for a link from Eagle Webb to Value Payments for customers to post payments outside of E Commerce. If there is a charge for this, I'm sure Value Payments will pass it through to us, but it will not be close to the amounts we are saving from the original proposal. We are working on this project again full time and should have a final plan in a couple of weeks.

Richard and the IT staff are working on the acquisition of a dedicated server which will be required to run Eagle Webb. When this is finalized and when we know what is expected for the "link" mentioned above, I will make another report and, with your approval, accept the final agreements.

We are working on the fees that we need to determine for the taxpayers to pay for debit/credit card processing and on the piece that will allow the County Clerk to accept payments using debit/credit cards. This will be handled by Value Payments and should not involve any additional fee or software.

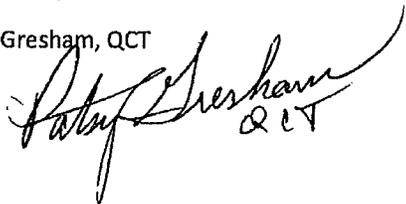
Richard shared information with me regarding "outstanding" or "receivable" taxes as of June 30 of each of the last 5 years. The trend is for tax receivables to be more year over year. Just reminded me that one of the real advantages to the County of our accepting debit/credit cards is the proven theory that the option to use debit/credit cards will increase tax collections.

We have a tentative date for the annual property auction of October 24, 2018.

We have collected approximately 94% of the 2017 taxes through August, 2018. The other nine years of tax collections range from 98% to 100%.

Respectfully submitted,

Patsy Gresham, QCT

A handwritten signature in black ink, appearing to read "Patsy Gresham" with "QCT" written below it.



Proposal

Local Government Division

*Eagle Web
Treasurer's Office Only*

Presented to:

Patsy Gresham
Treasurer
Quay County
PO Box 1246
Tucumcari, NM. 88401-1246
575-461-0470
patsy.gresham@quaycounty-nm.gov

Proposal date:

June 4, 2018

Submitted by:

Christine Jandreau
800-554-4434
christine.jandreau@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Patsy Gresham
Quay County
June 4, 2018



Proposal Valid for 120 days

Cost Breakdown

Software	Cost	Annual Fees
Eagle Web for Treasurer's Office	8,000	2,000
	8,000	2,000
Hardware & Third Party Software		
	Cost	Annual Fees
2 Year SSL Security Certificate (Required) Web Server is required to support Eagle Web Please visit https://check.tylertech.com for hardware specifications	200	
	200	-
Professional Services		
	Cost	
Implementation Services	3,800	
Estimated Hardware Remote Services (if needed)	600	
	4,400	
Project Total	12,600	2,000

Remote Services Only

License fees are invoiced 100% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date")

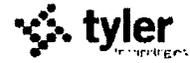
Maintenance and Support fees commence ninety (90) days after the Available Download Date and are prorated through the end of the then existing maintenance term. Thereafter, maintenance and support fees are invoiced annually in advance.

Professional Services billed as delivered

Payment is net 30 days

Software Licenses

Patsy Gresham
Quay County
June 4, 2018



Application Software	QTY	License Fee	Annual Fees
Eagle Property Appraisal & Assessment Suite			
Eagle Web			
Eagle Web for Treasurer's Office	1	10,000	2,000
<ul style="list-style-type: none">• Allows querying over basic parcel information and retrieving a limited amount of parcel data information by Account Number, Parcel ID, or Situs Address.• General Parcel information, including ownership, value, tax area, and mill levy• Ability to view prior tax receipts and print• Ability to reprint Tax Bill• Ability to print Statement of Taxes Due• Ability to print Summary of Taxes Due			
Eagle Application Subtotal		10,000	2,000
Preferred Customer Discount (20%)		(2,000)	
Application and System Software Total		8,000	2,000

Professional Services

Patay Gresham
Quay County
June 4, 2018



Application Professional Services Summary	Estimated Hours	Estimated Services
Implementation Services		
Property Appraisal & Assessment and Treasurer Suite	28	3,800
Professional Services Total	28	3,800

Implementation Services Breakdown	QTY	Estimated Hours	Estimated Services
Eagle Property Appraisal, Assessment & Treasurer Suite			
Eagle Web			
Project Management		4	560
Eagle Web Module Treasurer's Office		8	1,000
<i>Eagle Web Module software implementation and training</i>			
Web Services		16	2,240
<i>Quay County has elected to accept credit and debit card transactions through ValuePay. Tyler Technologies will provide configuration services to set up a link on Eagle Web for citizens to leave Eagle Web and launce ValuePay site. Please see next page for further clarifications.</i>			
Please Note: The amounts of time will vary depending on the complexity of the types of services charged by the client, the variety of internal and external security levels, and type and number of fees to be collected by the client.			
Poperty Appraisal & Assessment and Treasurer Suite		28	3,800

Services billed as incurred.