

QUAY COUNTY GOVERNMENT
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 23, 2019

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session September 9, 2019

Approval/Amendment of Agenda

Public Comment

- I. Request for Closed Executive Session
 - Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights
- II. Franklin McCasland, Quay County Commission Chairman
 - Proposed action, if any, from Executive Session

Ongoing Business-None

New Business

- III. Jason Lamb, Quay County Extension Agricultural Agent
 - Presentation of Quarterly Report – April – June 2019
- IV. Janie Hoffman, Quay County Assessor
 - Request Approval of 2019 Property Tax Rates
- V. Patsy Gresham, Quay County Treasurer
 - Request Approval of Taxpayer Debit/Credit Transaction Convenience Fees
 - Discussion of Submitter Merchant Payment Processing Agreement
 - Discussion of State Auction Sale of Delinquent Property
- VI. Larry Moore, Quay County Road Superintendent
 - Request Approval of Stantec Professional Services Agreement
 - Road Update



DOC #CM-00474

10/14/2019 02:55 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Pages: 55

Ellen White - County Clerk, County Cler



VII. Richard Primrose, Quay County Manager

- **Correspondence**

VIII. Indigent Claims Board

- **Call Meeting to Order**
- **Request Approval of Indigent Minutes for the August 26, 2019 Meeting**
- **Review September Claims Prepared by Sheryl Chambers**
- **Adjourn**

IX. Request Approval of Accounts Payable

X. 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

September 23, 2019

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 23rd day of September, 2019 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:

Lucas Bugg, Quay County Fire Marshal
District Judge Albert Mitchell and Court Administrator, Marion Peyton, 10th
Judicial District Court
Craig Cosner, Board Member and Troy Clark, Administrator, Trigg Memorial
Hospital
Jason Lamb, Quay County Extension Agricultural Agent and Joyce Runyan, Quay
County Extension Program Specialist
Patsy Gresham, Quay County Treasurer
Larry Moore, Quay County Road Superintendent
Carmen Runyan, Tucumcari Chamber of Commerce Director
Janie Hoffman, Quay County Assessor
Cheryl Simpson, Quay County Finance Director
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Jason Lamb led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the September 9, 2019 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".

Public Comments: NONE

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into Executive Session for the following purpose:

Pursuant to Section 10-15-1(H) 8; Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Time noted 9:05 a.m.

Return to regular session. Time noted 10:15 a.m.

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

Chairman McCasland stated there will be no action regarding items discussed in Executive Session.

NEW BUSINESS:

Jason Lamb, Quay County Extension Agent presented the Quarterly Report for the months of April-June, 2019. Program Specialist, Joyce Runyan added items she helped coordinate. Lamb reported the position of Home Economist has been advertised following the retirement of Brenda Bishop. Applications are being accepted through September 30. Lamb mentioned he recently won a national award for his radio program "A Garden Minute". A copy of the Quarterly Report is attached to these minutes.

Janie Hoffman, Quay County Assessor requested approval of the 2019 Property Tax Rates as generated by the NM Department of Finance. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the 2019 Property Tax Rates for Quay County. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Patsy Gresham, Quay County Treasurer presented the summary of the 2019 Delinquent Property Tax Sale held on September 18, 2019. Gresham reported four properties were sold. A copy of the Report is attached. Chairman McCasland asked Gresham to follow up on getting some of the properties in the County back on the sale list on a reduced tax from Taxation and Revenue so the County can move forward with trying to get those properties occupied. McCasland instructed Gresham to bring whatever documentation is required for the Commission to approve to help move this progress along.

Gresham reported Quay County is nearing completion of integrating debit and credit card processing as a payment option in the Treasurer and Clerk's Offices. Gresham provided a copy of the Agreement between Quay County and Value Payment Systems for the payment processing system. Gresham stated the Commissioners had requested information regarding the

convenience fee structure that would be passed to customers during a transaction. Gresham reported the cost will be 2.7% per transaction for credit cards and 1.5% per transaction for debit cards. Both credit and debit card transactions will carry a minimum charge of \$1.95. Gresham requested approval of the transaction fees as established between Quay County and Value Payment Systems. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the fees. MOTION carried with Dowell voting "aye", Cherry voting "aye", and McCasland voting "aye". A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent presented the following requests and report:

1. Requested approval of the Agreement with Stantec for professional services regarding the Capital Outlay project slated for Quay Road 63 and Quay Road AP. 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.
2. Reported project extension agreements will be presented at the next meeting for the 2018-2019 CAP, School Bus and Co-Op Projects. Moore stated they may be finished with part of the projects but it is best practice to have them in place in case of delays.
3. Stated the reclaimer was broke down and a Wagner Cat mechanic had been here to work on it.
4. Crews have been repairing pot holes, mowing, installing culverts and performing routine maintenance work while the equipment is being repaired. The project in San Jon will continue as soon as the reclaimer is fully operational again.
5. Crews repaired the road from the base of Tucumcari Mountain to the top to allow telephone companies to safely travel the roadway to make repairs to their towers on top of the mountain.
6. An RPO meeting is scheduled for Wednesday, September 25th in Mora. Moore plans to attend.

Commissioner Dowell asked Moore to contact Court and Tanya Watson regarding potholes on Quay Road 64.5

Quay County Manager, Richard Primrose provided the following correspondence:

1. Provided a copy of the monthly Gross Receipts Tax Report.
2. Distributed a letter from NM Taxation and Revenue regarding a supplemental payment awarded to the Counties and Cities based on population. The amount will be disbursed monthly for 24 months to Quay County in the amount of \$3,292.94 to supplement the General Fund.
3. Provided a copy of the Mesalands Rodeo flyer.

Chairman McCasland called the Indigent Claims Board to order. Time noted 11:15 a.m.

---- INDIGENT CLAIMS----

Return to regular session. Time noted 11:20 a.m.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending September 19, 2019. 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 McCasland voting "aye", Cherry voting "aye" and Dowell voting "aye". Time noted 11:25 a.m.

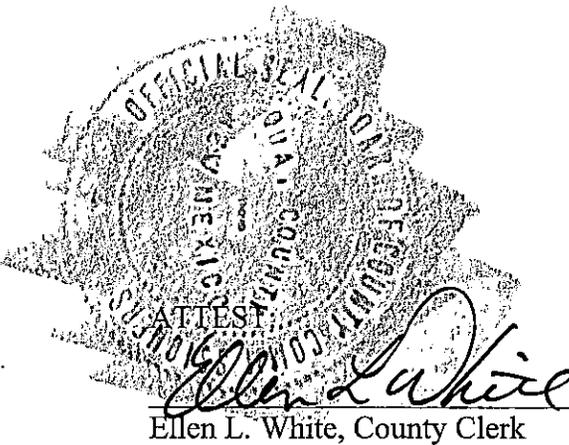
Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry


OFFICIAL SEAL
QUAY COUNTY, NEW MEXICO
ATTEST

Ellen L. White, County Clerk



All About Discovery™
College of Agricultural, Consumer
and Environmental Sciences
Cooperative Extension Service
Quay County Extension Office

Quay County Extension Service

College of Agricultural, Consumer and Environmental Sciences

Brenda Bishop, FCS Agent, County Program Director

Jason Lamb, Agricultural Agent

Colette Mapes, Secretary

Joyce Runyan, Program Assistant

Quarterly Report – April – June 2019

Home Economics

Health and Wellness

The Spring session of Strong Seniors Stay Young ended with 24 regular participants registered. Agent assisted with or taught 5 of the 8 classes held this month. Participants expressed concern over not being able to have the class once agent retires. So far we have arranged for a class to be held during the summer session with the volunteer help of agent when she is able to attend. On re-enrollment sheets, participants continue to highlight improved balance as a reason they want to re-enroll. They also state that they feel better when they come to class.

The Summer session of Strong Seniors Stay Young began with 22 participants registered. Agent assisted with or taught 2 of the 2 classes held this month.

Two programs were presented to the Foster Grandparents and Senior Companions. The first was on Indoor Air Quality. Participants learned how poor quality affects health and what causes poor air quality in a home. They also learned about easy remedies for many of the causes. The second program was on Using and maintaining a fire extinguisher. They learned about the best type of extinguisher to purchase for their homes, how to use a fire extinguisher and when to use one and the importance of evacuating a burning structure. They also learned about the importance of keeping your extinguisher nozzle clean and when to replace it or have it recharged. Fifteen people attended both workshops.

Quay County on the Move

April's Community walk was "Walk With A Paws and Claws Dog." Agent coordinated the event which was run by committee volunteers. Thirty-two people attended.

May's Community walk was "Walk with Trigg Hospital Staff." Agent coordinated the event. Turnout was low as a festival happening the same weekend has scheduled a parade for the

same time. Fifteen people attended the walk. Four were hospital staff and three were committee members.

The Third Annual Step into Spring Challenge began with about 40 people signed up in the computer tracking program. This is a 6-week challenge that focuses on steps taken. Participants must have some kind of electronic tracker. Many link directly into the program. People can form teams and everyone competes as an individual. One of this year's teams was started by a person that participated the year before and found it motivational. This year she convinced her sorority to all try the event. Several went out and purchased Electronic trackers. Agent helped these people to set up their trackers and link to the program. Agent prepared media for the event and served as the tech person for the computer program.

For those without electronic trackers, a Move Your Way Challenge was started. Six host groups were contacted in addition to the Extension Office. These hosts had the packet with tracking form and suggested balance and strengthening exercises. The encouraged people in their communities to sign up. Participants track the number of minutes they move during the day for at least 10 minutes at a time, if they practiced balance every day, and how many times a week they did strength training exercises. The media was built around a senior population and the couch potato. Agent developed the forms, packets and all of the media. An estimated 30 people picked up packets.

Falls Prevention Network

One deliverable is to give presentations to 200 Senior Citizens about the dangers of Falls and ways to prevent Falls. Prepared a presentation using handouts from the CDC called Don't Fall For It or Over It. The presentation was given to 34 seniors during the District II EANM meeting. Evaluations showed that 36% had knowledge gain on risk factors for falling. 100% plan to do a home assessment and 100% plan to practice balance exercises each day.

Coordinated a STEADI training for medical personnel. STEADI stands for Stopping Elderly and Accidents, Deaths and Injuries. A trainer was brought in to teach these evidenced proven practices which involve screening tools, medicine reviews, exercises to teach, and other information to help with fall prevention. The training provided CEU's to the group. The training was an affirmation about programming already being done by the agent. The exercises and screening tools have been used for years in the Strong Seniors classes. The information on fall prevention was already included in the "Finding Your Balance" and "Don't Fall For It" Programs that the agent has been conducting the last few years. Thirteen people attended the training.

The media committee and agent have been preparing a media campaign around Fall Prevention. Six radio advertisements around fall prevention were written and recorded by volunteers. Developed five newspaper ads and five online ads for encouraging people to call and request material to prevent falls. These ads were paid for with grant funds. Also posted the ads on social media.

Extension Association of New Mexico

The FCS agent attended District IV and District II meetings and presented about the changes in forms and dates for collecting volunteer hours. The changes once implemented should align well with CES reporting and provide a more accurate accounting for agents to use in their reports. A handout was developed to explain the new system. Update the forms and webpage as needed.

Quay County Extension Association members held their Cultural Arts Show with 66 entries. During the day the members worked on items for hosting the district meeting and held their regular business meeting. Agent took the entries and did the computer work for the show.

A handout was prepared for freezer meals as the Extension Association of Quay County's May program. The handout included make a-head crock pot and skillet meals too as many people do not want to use their ovens during the summer. Thirty-five handouts were distributed.

The FCS agent attended District I meeting and presented two educational programs. The first was on Reducing our Carbon Footprint with easy things we can all do. The added benefit is that it will save us money too. Don't Fall For It or Over It was presented to help them reduce falls in their home. There were 46 women in attendance. I also presented about the changes in forms and dates for collecting volunteer hours.

Agriculture

The agent hosted a large animal rescue program with the assistance of other agents around the state at the Quay County Fairgrounds. Twenty-four first responders attended the training. The team educated first responders on working with horses and cattle in emergency situations using demonstrations and hands-on techniques. First responders gained an understanding in handling horses after an accident, how to pen cattle that are loose on the interstate, how unload a turned over livestock trailer or cattle pot, and managing injured animals. Participant's response to the evaluations were 96 percent positive. The program averaged a 65 percent increase in knowledge gained. Several stated that it was the best training they have attended because of the hands-on teaching methods used.

A county wide wheat production assessment was conduct to recommend wheat loss on dryland and irrigated wheat for the Farm Services Agency. Samples were taken randomly across the county, weighed, and calculated on the average yield data for Quay County. This year wheat losses were 15% below normal. This assessment assists producers in receiving

compensation for their production losses during the previous growing season. The information was presented to the FSA County Committee for their recommendation on wheat loss for the year.

A land access and mentorship program lease agreement meeting was held so that beginning farmers could develop a working lease with land owners to begin farming. The agent, Rocky Mountain Farmers Union development specialist and a local attorney along with three beginning farmers and land owners attended the sessions. Three leases were developed with the agreement of both parties.

The agent along with the New Mexico Department of Agriculture and Rocky Mountain Farmers Union hosted a Producer Safety Alliance Training (PSA) for local producers to become certified in food safety. Producers that sell products straight to consumers must comply with the Food Safety Modernization Act (FSMA) signed into law in 2011. The program focused on food safety issues, preventative controls, third party verification, transportation, and sanitation. Nineteen producers became certified through the training.

The agent attended the Hemp conference in Las Cruces, NM to learn more about production practices and the viability of markets for hemp. The two day conference covered license information, starting plants, CBD oil production, transporting products, and an over view of the production in other states.

Community Development

Resource Directory Committee met for the first time. Their purpose is to update the current resource directory for the county. The last update was done a few years ago and providers and services have changed. Committee members were asked to send any current resources they had to be added. Samples of other county directories were available to compare. We will have to decide how to format the directory, categories to list resources and how to make the new directory accessible. There were 5 people that attended.

Quay County 4-H Program

Livestock Program

April is the month 4-Hers purchase their pigs, lambs and goat show projects. Agriculture Agent helped many 4-Hers individually with selection and provided information on setting up pens, feeding and exercising.

Quay County 4-H livestock tag-in was held May 28th in Logan, May 30th, in San Jon, and May 31st in Tucumcari. 65 goats were tagged, 25 lambs, and 40 hogs. The agent along with members of the Quay County fair board, Ag. Teachers and the brand inspectors assisted with the validation.

Shooting Sports Program

Shooting Sports practices are held 3 evenings a week during, March, April, May and two weeks of June. Practices are run by our trained leaders. The whole staff takes part in supporting this project area from gluing inserts into arrows to stocking the trailer to unloading and storing new equipment and attending practices. Agents work with project leaders year-round making sure equipment is ready and available as they need it.

The State 4-H Shooting Sports competition was held at the NRA Whittington Center in Raton, NM where eighteen youth from Quay County participated in 6 different events. The Rifle and pistol teams placed third overall in which the rifle team qualified to attend the national competition in Grand Island, NE. 4-H Members also competed in muzzle loader, archery, air rifle, and shotgun competitions. Youth learn shooting sports safety, teamwork, responsibility, and sportsmanship through these contests. Twenty parents and adult leaders assisted the agent in getting youth and equipment to their events.

The Agricultural agent hosted a 4-H Hunting competition practice for senior 4-Hers competing at the state 4-H shooting sports competition in Raton, NM. Four youth and a volunteer leader participated in the practice. Youth learned hands-on compass orienteering, practiced a hunting test, and measured their paces for the contest.

4-H Contests and Training

The Quay 4-H County Contest was held at the fairgrounds in which 110 youth participated in fourteen different contests. All of the Extension Staff work hard to prepare contest materials for county contests. Each person is assigned contests to prepare tests and materials. Forty-two volunteers and parents assisted in running contests in meats evaluation, entomology identification, livestock skill-a-thon, horse bowl, agronomy, consumer decision making, family and consumer science bowl, FCS Skill-a-thon, horticulture, fashion review, wildlife, poetry, public speaking, and livestock evaluation. Youth gain decision making skills through these contests, as well as competition, critical thinking skills, and team work. These contests teaches youth about agriculture and family and consumer sciences that can support them in future endeavors.

Quay County 4-H youth participated in Southeast District contest located in Fort Sumner, NM. Thirty youth competed in rifle, archery, livestock judging, home economics bowl, horticulture, and many other contests. First place teams were the novice entomology team. Several 4-H members were high individuals in the rifle, food presentations, and Agronomy contests. Youth learn reasonability, teamwork, decision makings skills, public speaking and a spirit of competition through these contest. Youth also gain self-confidence and develop a strong knowledge base in these subject matter areas. 22 parents and volunteer leaders also attended to assist youth.

4-H contest practices were held for youth in the horse bowl, agronomy, wildlife, livestock skill-a-thon, and livestock judging contest. Youth learned about agriculture, competition and team work. Youth also learned public speaking and critical thinking skills. These practices are a bases for youth to learn agricultural topics to a mastery skill level in which they are interested in. 20 practices were held with 42 total youth participating.

Following County Contests Agents and Program Assistant provide practices to help 4-Hers prepare for District and State. Slide shows are updated with new information and practice materials were prepared. A webpage was updated for 4-Hers to download study materials.

Fundraisers

The Program Assistant designed an information board to display at Tractor Supply Company during Clover Days. She took it out to the store and set it up. The Council Officers hosted a reception April 3 from 5:30 – 7:00 pm. The Program Assistant takes all the supplies and sets up before the event. This is a great opportunity for 4-H members to interact with the public to talk about their projects and opportunities in 4-H. This also provides 4-H members a chance for community service. There were several kids that baked cookies and stayed to help serve customers. The Council is glad to have the support of Tractor Supply Company during their Clover Days events. Ninety percent of the funds received stays in Quay County. There were 19 members that attended.

4-H Council sold cases of Coke products for a fundraiser twice during the summer. The first sale ended in June. The Program Assistant received all the orders from members and checked their sale sheet for products ordered, money received and entered each order on a spreadsheet. If there were any errors, she contacted the member to let them know. After all orders were verified, the Program Assistant totaled all cases by product, submitted the order and deposited the money for the sales. Each order had an inventory for total product attached to the order form to help sort orders for delivery. On the delivery date the Program Assistant met the truck at the fair barn and checked all product received. She arranged to have volunteers to help sort all the cases into orders and she worked loading orders. The first order was for 683 cases.

The Program Assistant made arrangements with Wells Fargo and 4-H Finance Committee members to set up a new CD as requested by Council. She arranged the date, provided minutes with the motion to get a CD and the amount. All the CD documentation was brought to the Extension Office to be filed.

4-H Project Workshops

The Program Assistant contacted the members that had attended sewing workshops but had not finished their items to see if they needed help. There were 3 girls that wanted to complete their items with the help of the Program Assistant. She scheduled extra time to help them finish. All of the girls were able to enter in Clothing Revue at County Contest to compete and received ribbons with their entries. They will be able to continue with their projects to District Contest in June.

The Program Assistant and FCS Agent held an orientation for members about County Contest. This is geared more to new members, but anyone can attend. There was information available about each contest and study material to review. The Program Assistant got all the materials ready for the workshop. The purpose of the workshop is to help members become familiar with the contests and encourage participation. There were 8 people that attended.

Cloverbud Workshops

The Program Assistant held a Cloverbud Father's Day Workshop. The children had a coloring page, fill-in-the-blank questions about dad, made a game, decorated a rock paperweight, decorated a gift bag and had a bag of microwaveable popcorn as a gift. Everyone enjoyed being able to give a gift to their dad. It is important for younger children to be able to show their appreciation to the adults that take care of them. There were 7 members that attended.

The Program Assistant held a Mother's Day Workshop for Cloverbuds. The kids are always excited to be making items as gifts for their moms. The Program Assistant took 2-liter soda bottles and cut the bottoms off to make planters. The kids chose their container and decorated them with a variety of colored foam stickers (flowers, bugs, hearts). Then they filled the container with potting soil and planted flower seeds. They also made a paper fortune game, coloring page and a fill-in-the-blank questions about mom and made no bake cookies. There were 5 members that attended.

School Programs

Egg to Chick

The egg to chick program at San Jon, House, Logan and Tucumcari Elementary schools were conducted by the Agricultural agent and program assistant that involved 110 third grade students in the development of chicks through the incubation process. All the schools started

the Egg to Chick Program in April. This is 5-week series for third grade classes in Quay County. Information is presented about the importance of chickens and agriculture in our world. Students learn the optimal conditions to hatch eggs using an incubator, different developmental stages, the parts of an egg, how we use chickens and food safety concerning salmonella. Each class started with a dozen eggs. The students took a pre-test and post-test. We candled an egg the first day to show what it looks like as a comparison for the following weeks. The students were amazed to see the development each week during candling. The students actively engaged in the coursework and enjoyed being able to have the chicks at the end of the process. They also helped care for the chicks after they hatched. Students learned the important responsibility of agriculture and how it affects everyone, even if you don't live on a farm through this program!

- San Jon started on April 1 (Mondays) at 3:00 pm and finished on April 29. There were 10 students in the class. The average score on the pre-test was 8 and the post-test was 14 for an increase in knowledge of 75%. They hatched 2 chicks.
- Tucumcari started on April 2 (Tuesdays) from 12:30 – 3:35 pm (4 classes) and finished April 30. There was a total of 75 students.
 - Class 1 (Kerr) had an average score of 5 on the pre-test and 13 on the post-test. This is an increase of knowledge of 160%. They hatched 7 chicks.
 - Class 2 (Rogers) had an average score of 6 on the pre-test and 13 on the post-test for an increase of 116%. They hatched 7 chicks.
 - Class 3 (Rich) had an average score of 6 on the pre-test and 14 on the post-test for an increase of 133%. They hatched 7 chicks.
 - Class 4 (Massey) had an average score of 5 on the pre-test and 13 on the post-test for an increase of 160%. They hatched 4 chicks.
- Logan started on April 3 (Wednesdays) at 2:00 pm and finished May 1. There were 16 students. The average score on the pre-test was 6 and the post-test was 15 for an increase in knowledge of 150%. They hatched 6 chicks.
- House started on April 8 (Mondays) at 12:30 pm and finished May 6. There 9 students in the class. The average score on the pre-test was 5 and the post-test was 14 for an increase in knowledge of 180%. They hatched 2 chicks.

This program is well received by the teachers at all the county schools. The students are always excited to see the eggs hatch and learn a lot of different things through the program. At the end of Egg to Chick season, the Program Assistant inventories the equipment, cleans all the incubators and feeders, repacks the incubators and supplies, scores and enters all the pre and post tests for each class and puts everything back in storage.

Total personal contacts by staff at the Quay County Extension Service for April – June 2019 was 4,653. Social Media contacts was 18,755 for a total 23,408.

Follow Us On:

Webpage: <http://quayextension.nmsu.edu/>

FaceBook: <https://www.facebook.com/pages/Quay-County-Cooperative-Extension-Service/136226003111147?ref=bookmarks>

Home Ec Blog: <http://nmsuquayhomeec.blogspot.com/>

Ag Blog: <http://nmsuquayag.blogspot.com/>



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RECEIVED
 SEP 16 2019

Michelle Lujan Grisham
 GOVERNOR

BY: _____
 Olivia Padilla-Jackson
 Cabinet Secretary

September 13, 2019

The Honorable Franklin McCasland
 Quay County
 P.O. Box 1246
 Tucumcari, NM 88401

Order Setting Property Tax Rates - 2019 Property Tax Year

Dear Commissioner McCasland,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), and Property Tax Division Order No. 19-30 extending the deadline under Section 7-38-33(A) to September 13, 2019, I issue this order setting the 2019 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate-setting order. Before the Board issues its order, the county is responsible for ensuring that the rates are correct, in accordance with 3.6.50.11 (D) NMAC. To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note that the "percentage change I" used as specified in NMSA 1978, Section 7-37-7.1 (A) for yield control calculations this year was 3.29%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Brenda L. Suazo-Giles, at 505-827-4977; or Special Projects Analyst, Jolene Gonzales, at 505-827-4900.

Sincerely,

Olivia Padilla-Jackson
 Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department
 County Assessor
 County Treasurer

Enclosure(s): Certificate of Property Tax Rates

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

QUAY COUNTY
TAX YEAR 2019

NET TAXABLE VALUE: \$231,752,436

MUNICIPALITY:	Tucumcari	Tucumcari	Tucumcari	House	House	House	Logan	Logan
TAXABLE VALUE:	35,746,669	43,207,568	19,119,127	545,809	439,187	1,848,670	24,405,324	10,111,642
CATEGORY:	1 IN NR	1 IN NR	1 OUT R	19 IN R	19 IN NR	19 OUT R	32 IN R	32 IN NR
State Debt Service	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
County Operational	7,664	10,350	7,664	7,664	10,350	7,664	10,350	10,350
County Debt Service	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Quay County Hospital								
Total State	10,350							
Total County	11,850							
Municipal Operational	3,683	7,650	0,000	4,109	7,650	0,000	7,498	7,279
Municipal Debt Service	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Total Municipal	3,683	7,650	0,000	4,109	7,650	0,000	7,498	7,279
School District Operational	0,289	0,500	0,289	0,414	0,445	0,414	0,445	0,500
School District Debt Service	7,093	7,093	7,093	2,938	2,938	2,938	2,938	5,278
School Dist. Cap. Improvement	2,000	2,000	2,000	2,000	1,999	2,000	1,999	2,000
House Bill 33, School Building	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
School Dist. Ed. Tech. Debt Svc	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Total School District	9,382	9,593	9,382	5,352	5,382	5,352	5,382	7,734
Total State, County, Municipal, & School District	23,589	30,453	19,906	19,985	26,242	15,876	18,592	28,267
Other:								
Mesalands Community College	1,749	3,000	1,749	3,000	3,000	3,000	3,000	3,000
Total Other	1,749	3,000	1,749	3,000	3,000	3,000	3,000	3,000
GRAND TOTAL	25,338	33,453	21,655	19,985	26,242	15,876	18,592	28,267

Where Applicable:
 Cattle Indemnity 10.000
 Sheep/Goats/Swine/Alpaca 10.000
 Dairy Cattle 5.000
 Bison/Camelids/Raclette 9.659
 Horses/Asses/Mules 8.504

Ute Lake Ranch PID#2 Operational Rate 3.000
 Ute Lake Ranch PID#2 Debt Levy Rate 10.800

Arch Hurley Conservancy District:
 \$15.00 Assessment/Acre Class "A" Property 5.142
 Class B mills

(1) To Grady Board of Education
 (2) To Logan Board of Education
 (3) To Melrose Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

QUAY COUNTY

TAX YEAR 2019

NET TAXABLE VALUE: \$231,752,436

MUNICIPALITY:	OIL & GAS		938.780	53 R	3,315,477
	Production	Equipment			
TAXABLE VALUE:	1,497,422	321,550			
CATEGORY:	32/33	33			53 NR
State Debt Service	1,360	1,360	1,360	1,360	1,360
County Operational	1,360	1,360	1,360	1,360	1,360
County Debt Service	10,350	10,350	7,664		10,350
Quay County Hospital	1,500	1,500	1,500		1,500
Total State	11,850	11,850	9,164		11,850
Total County	0.000	0.000	0.000		0.000
Municipal Operational	0.000	0.000	0.000		0.000
Municipal Debt Service	0.000	0.000	0.000		0.000
Total Municipal	0.000	0.000	0.000		0.000
School District Operational	(2)	0.500 (2)	0.440 (3)		0.499 (3)
School District Debt Service	(2)	5.278 (2)	3.653 (3)		3.653 (3)
School Dist. Cap. Improvement	(2)	2.000 (2)	2.000 (3)		1.996 (3)
House Bill 33, School Building	(2)	0.000 (2)	0.000 (3)		0.000 (3)
School Dist. Ed. Tech. Debt Svc	(2)	0.000 (2)	0.000 (3)		0.000 (3)
Total School District	7.778	7.778	6.093		6.148
Total State, County, Municipal, & School District	20.988	20.988	16.617		19.358
Other:					
Total Other	0.000	0.000	0.000		0.000
GRAND TOTAL	20.988	20.988	16.617		19.358

Messlands Community College

Where Applicable:

- Cattle Indemnity 10.000
- Sheep/Goats/Swine/Alpaca 10.000
- Dairy Cattle 5.000
- Bison/Camelids/Ratite 9.659
- Horses/Asses/Mules 8.504

2019 TAX RATES

S.D.#	RESIDENTIAL	NON-RESIDENTIAL	S.D. NAME
1.1	.023589	.030453	TUCUMCARI-IN
1.0	.019906	.022803	TUCUMCARI-OUT
19.1	.019985	.026242	HOUSE-IN
19.0	.015876	.018592	HOUSE-OUT
32.1	.025756	.028267	LOGAN-IN
32.0	.018258	.020988	LOGAN-OUT
34.1	.022472	.028270	SAN JON-IN
34.0	.017854	.020648	SAN JON-OUT
23/47	.019686	.022409	GRADY
33	.018258	.020988	NARA VISA
53	.016617	.019358	MELROSE
CATTLE		.01000	MESALANDS R .001749 NR .003000
SHEEP & GOATS		.01000	ARCH HURLEY .005142
DAIRY CATTLE		.00500	UTE LAKE RANCH PID #2 .003 & .0108
EQUINE		.008504	



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective September 9, 2019 (the "Agreement Date") by and between:

"Client"

Name: Quay County
Address: P.O. Box 1246
Phone: 575.461.2112
Representative: Richard Primrose Email: richard.primrose@quaycounty-nm.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 6100 Seagull Street NE, Suite 102 B
Phone: 505.275.0022
Representative: Beth Schatz, Senior Project Engineer Email: beth.schatz@stantec.com

Project Name (the "Project"):

Quay Road 63 and Quay Road AP Improvements

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

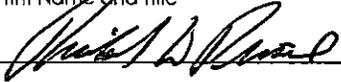
Quay County

Stantec Consulting Services Inc.

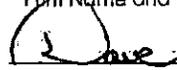
Richard Primrose, County Manager
Print Name and Title

Dave Maxwell, Principal
Print Name and Title

Signature



Signature





**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

Quay County
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: September 9, 2019

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

PROFESSIONAL SERVICES DURING THE DESIGN and BIDDING PHASE
ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: September 10, 2019
Estimated Completion Date: August 31, 2020

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Design Phase services will be paid on a lump sum basis.

Construction Phase Services will be paid as follows:

Construction Management will be paid on a lump sum basis.

Construction Observation will be paid on a Time and Material basis.

Total PO Contract Amount: One Hundred Fifty-Eight Thousand Three Hundred Twenty-Seven and 58/100 Dollars w/ NMGR (\$158,327.58 w/ NMGR)

Professional Services		
Design and Bidding Phase		
Preliminary Design		\$ 53,020.19
Final Design		\$ 14,264.87
Topo Survey		\$ 19,272.47
Environmental	*See below	\$ 4,265.26
Paving Design		\$ 2,891.70
Drainage Design (Preliminary and Final)		\$ 8,371.35
Bid Administration		\$ 9,069.37
Subtotal		\$ 111,155.21
Construction Phase		
Construction Administration		\$ 18,585.82
Construction Observation	Hourly	\$ 16,351.32
Subtotal		\$ 34,937.14
TOTAL w/o GRT		\$ 146,092.35
GRT @ 8.3750%		\$ 12,235.23
PROFESSIONAL SERVICES TOTAL		\$ 158,327.58

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

PROFESSIONAL SERVICES

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

Information: CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of

government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24 hours notice.

Responsibility for Safety and Health: STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

COOPERATIVE EDUCATIONAL SERVICES (CES)

Quay County (Client) will be utilizing the CES process to complete this project. If the proposed Scope of Work, and associated fees are acceptable to the Client, then the Client will issue CES a Purchase Order, and then CES in turn will issue Stantec Consulting Services Inc. (Stantec) a Purchase Order for the Total Contract Amount including NMGR. The Terms and Conditions between Stantec and CES are acknowledged in the CES Contract ID: 19-01 N-C307-ALL.

ADDITIONAL ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

Exhibit A – Scope and Compensation for Professional Services During the Design and Bidding Phase;

Exhibit B – Scope and Compensation for



**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Stantec shall obtain where possible insurance as described in the Certificate of Insurance attached hereto.

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Stantec CES Fee Schedule

Title	Level	Hourly Rate
Civil Designer	Level 09	122.51
Project Engineer	Level 11	138.71
Administrative Assistant	Level 03	81.00
CAD Technician	Level 04	88.09
Senior Civil Designer	Level 09	122.51
Senior Engineer	Level 14	157.95
Project Engineer	Level 11	138.71
Grant Specialist	Level 11	138.71
Civil Designer	Level 08	103.28
Project Engineer	Level 11	138.71
Construction Observer	Level 07	109.35
Civil Designer	Level 08	116.44
Office Administrator	Level 07	109.35
Civil Designer	Level 06	103.28
Professional Surveyor	Level 14	157.95
Principal	Level 15	182.25
Senior Hydraulic Engineer	Level 14	157.95
Project Manager	Level 10	130.61
Senior Project Manager	Level 14	157.95
Senior Civil Designer	Level 12	145.80
Senior Engineer	Level 12	145.80
CAD Technician	Level 08	116.44
Business Development Professional	Level 11	133.71
Senior Transportation Engineer	Level 14	157.95
Hydrological Scientist	Level 12	145.80
Senior Engineer	Level 15	182.25
Construction Observer	Level 06	103.28
Office Administrator	Level 05	96.19
Principal	Level 15	182.25
Civil Designer	Level 08	116.44
Project Engineer	Level 12	145.80
Office Administrator	Level 05	96.19
CAD Technician	Level 08	116.44
CAD Technician	Level 08	116.44
Administrative Assistant	Level 03	81.00
CAD Technician	Level 08	116.44
Construction Observer	Level 07	109.35
Civil Designer	Level 08	116.44
CAD Technician	Level 08	116.44
Project Engineer	Level 13	152.89
Civil Engineer	Level 09	122.51
Civil Designer	Level 08	116.44
Construction Observer	Level 06	103.28
Construction Observer	Level 08	116.44
Business Development Professional	Level 13	152.89
Senior Project Engineer	Level 13	152.89
Project Engineer	Level 10	130.61
Senior Project Engineer/Manager	Level 14	157.95
Civil Designer	Level 11	138.71
Civil Designer	Level 07	109.35
Construction Observer	Level 07	109.35
Engineering Technician	Level 08	116.44
Construction Observer	Level 05	96.19
Senior Principal	Level 15	182.25
Administrative Assistant	Level 03	81.00
Current IRS Mileage Rate	Current IRS Mileage Rate	
Cost plus 10%	Cost plus 10%	

EXHIBIT A

SCOPE AND COMPENSATION FOR PROFESSIONAL SERVICES DURING THE DESIGN and BIDDING PHASES

Quay County
Quay Road 63 (Cemetery Road) and Quay Road AP (Landfill Road) 2019 Improvements

The OWNER's/AGENCY's/ goals and expectations for the project are generally as described below:

The following Scope of Work and Cost Proposal is for the fees associated with the following Professional Services at this time:

Professional Services: Topo Survey, Environmental Assessment, Right-of-Way, Temporary and Permanent Easements, Preliminary Design, Drainage Design, Paving Design, Final Design, Bid Administration associated with the reconstruction of a portion of Quay Road 63 and a portion of Quay Road AP in Quay County.

A. Compensation for Professional Services Lump Sum Method of Payment (Reference Attachment 1):

Professional Services through the Preliminary Design, Final Design, Bid Administration, Topo Survey, Environmental Assessment, Paving Design and Drainage Design of the Project in the Lump Sum amount of One Hundred Twenty Thousand Four Hundred Sixty-Four and 46/100 Dollars w/ NMGRT (\$120,464.46 w/ NMGRT).

Preliminary Design		\$ 53,020.19
Final Design		\$ 14,264.87
Topo Survey		\$ 19,272.47
Environmental	*See below	\$ 4,265.26
Paving Design		\$ 2,891.70
Drainage Design (Preliminary and Final)		\$ 8,371.35
Bid Administration		\$ 9,069.37
Sub-Total Project		\$111,155.21
NMGRT @ 8.375%		\$ 9,309.25
Total Project Cost		\$120,464.46

B. Scope and Compensation:

1. *Preliminary Design - Scope of Work and Compensation*

- a.) Complete preliminary design plans and specifications for the project.
- b.) Conduct a field review meeting with San Miguel County officials or designated representatives to discuss the design plans.
- c.) Prepare an opinion of probable construction cost for the outlined project.
- d.) Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Preliminary Design Phase documents and any other deliverables have received Owner approval to commence Final Design.

Title		Rate	Hours		Amount
Senior Engineer		\$ 145.80	8		\$ 1,166.40
Senior Project Engineer/Manager		\$ 157.95	77		\$ 12,162.15
Senior Civil Designer		\$ 122.51	117		\$ 14,333.96
CAD Technician		\$ 88.09	239		\$ 21,053.51
Business Development Professional		\$ 152.89	12		\$ 1,834.65
Office Administrator		\$ 96.19	18		\$ 1,731.38
	Total		471		\$ 52,282.05
Reimbursable Expense					
		Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	2 Trips @ 344 miles per trip	\$ 0.58	688	1.1	\$ 438.94
Lodging & Meals (GSA Rates)		\$ 94.00	2	1.1	\$ 205.80
8.5" x 11" Prints	3 Sets of Spec @ 100 shets	\$ 0.15	300	1.1	\$ 49.50
11" x 17" Prints	3 Sets of Plans @ 52 shets	\$ 0.25	156	1.1	\$ 42.90
	Total				\$ 738.14
				Preliminary Design	\$ 53,020.19

2. *Final Design - Scope of Work and Compensation*

- a.) Perform in-house quality control/verification of plans and specifications.
- b.) Revise the Preliminary Design Phase documents and any other deliverables in response to comments from Owner after receipt of all such comments.
- c.) Prepare an opinion of probable construction cost based on final design.
- d.) Engineer's services under the Final Design Phase will be considered complete on the date when the Final Design Phase documents and any other deliverables have received final Owner and Agency approval to commence bidding.

Title	Rate	Hours	Amount
Senior Engineer	\$ 145.80	4	\$ 583.20
Principal	\$ 182.25	2	\$ 364.50
Senior Project Engineer/Manager	\$ 157.95	25.5	\$ 4,027.73
Senior Civil Designer	\$ 122.51	35.5	\$ 4,349.19
CAD Technician	\$ 88.09	47	\$ 4,140.23
Office Administrator	\$ 96.19	4	\$ 384.75
Total		118	\$ 13,849.60
Reimbursable Expense	Rate	Amount	Cost + Amount
Mileage	1 Trip @ 344 miles per trip	\$ 0.58	344 1.1 \$ 219.47
Lodging & Meals		\$ 94.00	1 1.1 \$ 103.40
8.5" x 11" Prints	3 Sets of Spec @ 100 shts	\$ 0.15	300 1.1 \$ 49.50
11" x 17" Prints	3 Sets of Plans @ 52 shets	\$ 0.25	156 1.1 \$ 42.90
Total			\$ 415.27
		Final Design	\$ 14,264.87

3. *Topo Survey – Scope of Work and Compensation*

- a.) Field survey of the road segments approximately 1.25 miles from the Southeast corner of the Tucumcari Memorial Part along QR 63 (Cemetery Road) to QR AP (Landfill Road) to the intersection of QR AP with West Maple Street Ave.
- b.) Location of existing utilities adjacent to the proposed reconstruction
- c.) Location of property corners adjacent to the right-of-way
- d.) Research ROW and ownership
- e.) Prepare Temporary and Permanent Easements
- f.) Location of driveways and street intersections
- g.) Location of drainage structures and storm drains
- h.) Coordination with the City of Tucumcari and Quay County to obtain as-recorded information on City/County owned utilities, roads and streets.
- i.) Subsurface Utility Exploration is not included in the services

Title		Rate	Hours		Amount
Senior Project Engineer/Manager		\$ 157.95	4		\$ 631.80
		TOTAL	4		\$ 631.80
Reimbursable Expense:		Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	1 trip @ 832 miles per trip	\$ 0.580	832	1.1	\$ 530.82
Lodging (GSA Rates)	Lodging @ \$94 w/o lodging tax	\$ 94.00	5	1.1	\$ 517.00
Meals (GSA MIE Rates)	2 days @ \$41.75; 3 days @ \$55.00;	\$ 248.50	1	1.1	\$ 273.35
Taxes on Lodging	8.375%	\$ 94.00	5	1.1	\$ 517.00
GPS Equipment		\$ 55.00	30	1.1	\$ 1,815.00
Sub-Consultant - Surveying		\$8,250.00	1	1.1	\$ 9,075.00
Sub-Consultant - Geotechnical		\$5,375.00	1	1.1	\$ 5,912.50
		TOTAL			\$ 18,640.67
				Topo Survey	\$ 19,272.47

4. *Environmental Assessment – Scope of Work and Compensation*

- a.) Preparation and Submittal of the Environmental Checklist
- b.) Cultural and biological surveys are not included

Title	Rate	Hours	Amount	
Senior Project Engineer/Manager	\$ 157.95	6	\$	947.70
Civil Designer	\$ 103.28	32	\$	3,304.80
TOTAL		6	\$	4,252.50
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	20	1.1 \$	12.76
Lodging (GSA Rates)	\$ 94.00		1.1 \$	-
Meals (MIE GSA Rates)	\$ 55.00	0	\$	-
TOTAL			\$	12.76
			Environmental \$	4,265.26

*This fee assumes that the environmental level of efforts will be grammatic categorial exclusion.

5. *Paving Design – Scope of Work and Compensation*

- a.) Obtain six (6) cores of the existing roadway and subgrade to a depth of five (5) feet.
- b.) Recommendations for a flexible pavement design to be used to develop design recommendation for a lithified base course and two course chip seal

Title	Rate	Hours	Amount	
Principal	\$ 182.25	2	\$	364.50
Senior Project Engineer/Manager	\$ 157.95	16	\$	2,527.20
TOTAL		18	\$	2,891.70
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	0	1.1 \$	-
Lodging (GSA Rates)	\$ 94.00	0	1.1 \$	-
Meals (MIE GSA Rates)	\$ 55.00	0	1.1 \$	-
TOTAL			\$	-
			Paving Design \$	2,891.70

6. *Drainage Design – Scope of Work and Compensation*

- a.) Preliminary drainage study
- b.) Soils assessment, rainfall data, hydrological study
- c.) Preparation of a preliminary drainage report
- d.) Recommendations to address road flooding caused by field irrigation in the area adjacent to the intersection of West Maple Ave. and QR AP.

Title	Rate	Hours	Amount	
Principal	\$ 182.25	2	\$	364.50
Senior Project Engineer/Manager	\$ 157.95	18	\$	2,843.10
Civil Designer	\$ 103.28	50	\$	5,163.75
TOTAL		70	\$	8,371.35
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	0	1.1 \$	-
Lodging (GSA Rates)	\$ 94.00	0	1.1 \$	-
Meals (MIE GSA Rates)	\$ 55.00	0	1.1 \$	-
TOTAL			\$	-
Drainage Design (Preliminary and Final)				\$ 8,371.35

7. Bid Administration - Scope of Work

- a.) Consult with Owner to define and clarify Owner's bidding timeline for the Project.
- b.) Implement legal advertisement for contractor bids, distribute sets of construction plans and bidding documents as required to satisfy the contractors' demand.
- c.) Conduct a pre-bid meeting to review the site conditions, identify contractor concerns and address questions.
- d.) Prepare addendum(s), as necessary, to answer contractors' questions and notify bidders of any additional project requirements.
- e.) Conduct bid opening meeting with Owner. Record bids for review, analysis and confirmation.
- f.) Review bids for conformance to bidding instructions and with project requirements. Prepare recommendation for Owner's review.
- g.) Prepare and distribute conformed contract documents for Owner.
- h.) Engineer's services under the Bidding/Negotiation Phase will be considered complete upon completion of the Bid Recommendation to the Owner.

Title	Rate	Hours	Amount	
Senior Project Engineer/Manager	\$ 157.95	29	\$	4,580.55
Office Administrator	\$ 96.19	40	\$	3,847.50
TOTAL		69	\$	8,428.05
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	344	1.1 \$	219.47
Lodging (GSA Rates)	\$ 94.00		1.1 \$	=
Meals (MIE GSA Rates)	\$ 41.75	2	1.1 \$	81.25
Advertisement	\$ 300.00	1	1.1 \$	330.00
TOTAL			\$	641.32
Bid Administration				\$ 9,069.37

C. The work will be completed within 120 days from the date of written authorization.

EXHIBIT B

SCOPE AND COMPENSATION FOR ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE

Quay County

Quay Road 63 (Cemetery Road) and Quay Road AP (Landfill Road) 2019 Improvements

The OWNER's/AGENCY's/ goals and expectations for the project are generally as described below:

The following Scope of Work and Cost Proposals are for the fees associated with the following Professional Services at this time:

Engineering Services: Construction Management, Observation and Project Closeout associated with the reconstruction of a portion of Quay Road 63 and a portion of Quay Road AP in Quay County.

A. Compensation for Construction Phase Services Lump Sum Method of Payment (Reference Attachment 1):

Construction services through the Construction Management, Project Closeout and Construction Observation in the amount of Thirty-Seven Thousand Eight Hundred Sixty-Three and 12/100 Dollars w/ NMGRT (\$37,863.12 w/ NMGRT).

Construction Management & Project Closeout	\$18,585.82
<u>Construction Observation</u>	<u>\$16,351.32</u>
Sub-Total for Services:	\$34,937.14
NMGRT @ 8.3750%	\$ 2,925.98
Total Project Cost	\$37,863.12

B. Scope and Compensation:

1. *Construction Administration - Scope of Work and Compensation.* Upon successful completion of the Bidding and Negotiating Phase, and upon authorization from Owner, Engineer Shall:
 - a.) Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions except as otherwise provided in writing.
 - b.) Participate in a Pre-Construction Conference prior to commencement of Work at the Site. Engineer will ensure PR attends Pre-Construction Conference.
 - c.) Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - d.) In connection with observations of Contractor's Work while it is in progress: Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents,

Exhibit B

Compensation for Engineering Services During the Construction Phase

but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits to, and representation by the Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety on the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- e.) Recommend to Owner that Contractor's Work be rejected while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- f.) Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- g.) Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- h.) Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions.
- i.) Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- j.) Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- k.) Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation: Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

Exhibit B

Compensation for Engineering Services During the Construction Phase

Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- l.) Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- m.) Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, the Agency's representative, and Contractor, conduct a pre-final inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a Certificate of Substantial Completion to Owner, Agency, and Contractor.

Title	Rate	Hours	Amount	
Principal	\$ 182.25	4	\$ 729.00	
Senior Project Engineer/Manager	\$ 157.95	80	\$ 12,636.00	
Office Administrator	\$ 96.19	46	\$ 4,424.63	
TOTAL		130	\$ 17,789.63	
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	1032	1.1	\$ 658.42
Lodging (GSA Rates)	\$ 94.00	0	1.1	\$ -
Meals (MIE GSA Rates)	\$ 41.75	3	1.1	\$ 137.78
TOTAL				\$ 796.19
Construction Administration				\$ 18,585.82

- 2. *Construction Observation - Scope of Work and Compensation.* - Engineer shall furnish a Project Representative ("PR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work.
 - a. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the PR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
 - b. PR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding PR's actions. PR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. PR's dealings with subcontractors shall only be through or with the full

- knowledge and approval of Contractor. PR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- c. Review the schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - d. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - e. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - f. Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 - g. Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with PR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 - h. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - i. Report to Engineer whenever PR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that PR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - j. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - k. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain records for use in preparing Project documentation. Upon completion of the Work, furnish original set of all PR Project documentation to Engineer.
 - l. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
 - m. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting

particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

- n. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o. Participate in a Substantial Completion (pre-final) inspection, and assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected. Observe Contractor-arranged inspections required by Laws and Regulations applicable to the Work, including but not limited to those performed by public agencies having jurisdiction over the Work. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- p. Resident Project Representative shall not: Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items). Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer. Accept Shop Drawing or Sample submittals from anyone other than Contractor. Authorize Owner to occupy the Project in whole or in part.

Title	Rate	Hours	Amount	
Resident Project Representative	\$ 96.19	168	\$ 16,159.92	
	TOTAL	168	\$ 16,159.92	
Reimbursable Expense:	Rate	Amount	Cost +	Amount
Mileage (Current IRS Rate)	\$ 0.580	300	1.1	\$ 191.40
Lodging (GSA Rates)	\$ 94.00	0	1.1	\$ -
Meals (MIE GSA Rates)	\$ 41.75	0	1.1	\$ -
	TOTAL			\$ 191.40
	Construction Observation			\$ 16,351.32

C. This work will be completed within 90 days from the start of construction.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

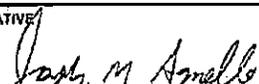
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Lloyds of London</td> <td></td> </tr> <tr> <td>INSURER B : AIG Specialty Insurance Company</td> <td>26883</td> </tr> <tr> <td>INSURER C : - - -</td> <td></td> </tr> <tr> <td>INSURER D : - - -</td> <td></td> </tr> <tr> <td>INSURER E : - - -</td> <td></td> </tr> <tr> <td>INSURER F : - - -</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lloyds of London		INSURER B : AIG Specialty Insurance Company	26883	INSURER C : - - -		INSURER D : - - -		INSURER E : - - -		INSURER F : - - -
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INSURER D : - - -														
INSURER E : - - -														
INSURER F : - - -														
INSURED 1414100 STANTEC CONSULTING SERVICES INC. 370 INTERLOCKEN BOULEVARD, SUITE 300 BROOMFIELD CO 80021-8012														

COVERAGES **CERTIFICATE NUMBER:** 14181323 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N N	GLOPR1801673 NO RETROACTIVE DATE	10/1/2018	10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab		CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER 14181323 TO WHOM IT MAY CONCERN	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONVENIENCE FEE

PAYMENT PROCESSING SERVICE AGREEMENT

THIS CONVENIENCE FEE PAYMENT PROCESSING SERVICE AGREEMENT (this "*Agreement*") is made and entered into as of the ___ day of _____ 20__ ("*Effective Date*") by and between Value Payment Systems, LLC, a Tennessee limited liability company ("*VPS*"), and the entity set forth on the signature page hereto ("*Merchant*").

For and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VPS and Merchant agree as follows:

1. E-PAYMENT SYSTEM.

1.1. E-Payment System. Subject to the terms of this Agreement, during the Term, VPS will process electronic payments to Merchant ("*Payments*") from Merchant's taxpayers, citizens and/or customers ("*Customers*") via an electronic payment system that is owned, operated and managed by VPS and is described in more detail on Schedule A (the "*E-Payment System*"). Merchant will promptly provide VPS with information reasonably required by VPS in order to promptly and accurately perform the services contemplated by this Agreement.

1.2. Payment Date. The date on which a Payment is posted to the E-Payment System by a Customer will be deemed the date the Payment is made for all purposes, including any late fees, if any, that Merchant may charge to such Customer. The date the Payment is "posted" is the date the Customer manually transmits the Payment to the E-Payment System or the date an agreed automatic Payment is initiated, whichever is applicable. VPS will remit to Merchant all Payments paid via the E-Payment System no later than three (3) business days following the date a Payment is posted.

1.3. Chargebacks. Merchant will promptly investigate all Chargebacks (as defined by the Rules of the applicable Payment Network) with the assistance of VPS. Merchant is responsible for the amounts of all Chargebacks, deposit errors, refunds, and unfulfilled products and services ("*Disputed Amounts*"). VPS is responsible for the third party fees and penalties levied by a Payment Network in respect of the investigation and resolution of a Chargeback ("*Chargeback Resolution Fees*"). VPS may, in its discretion, debit Merchant's account in respect of Disputed Amounts or bill Merchant for the amount of such Disputed Amounts (and in such case Merchant agrees to immediately remit payment to VPS).

1.4. Fraud. VPS may, in its sole discretion, implement any fraud prevention systems that it deems necessary, appropriate and/or advisable, including, but not limited to, CVV2, Address Verification Service, Verified by Visa, MasterCard Secure Code and/or similar systems.

1.5. Modification of E-Payment System. VPS may modify the features and functionality of the E-Payment System at any time and from time to time; provided, however, that VPS will not modify the E-Payment System in a manner that would

significantly adversely affect the use thereof, without providing at least ten (10) days prior notice to Merchant of any such modification.

1.6. Fees. In consideration for the provision of the E-Payment System, Customers will pay to VPS, in respect of each Payment, the Convenience Fees that are detailed in Schedule B ("*Convenience Fees*") and Merchant, if applicable, will pay to VPS the other fees set forth on Schedule B. VPS will pay the charges levied by the Payment Networks for processing Payments, including interchange fees, assessments, authorization fees, risk fees, transmission fees and similar fees ("*Transaction Fees*") and for Chargeback Resolution Fees. The Convenience Fees must comply with Payment Network Rules. If federal and/or state statutes or Payment Network Rule changes impact the ability to impose the Convenience Fees, or if the Payment Network(s) notify either party of changes required to the Convenience Fees, the parties agree to amend the Convenience Fees to comply with such statutes and rule changes. VPS will not modify the Convenience Fees unless VPS can demonstrate that Third Party Fees exceed 80% of a Convenience Fee for a given payment type (e.g., property tax) and/or payment method (e.g., Visa credit). "*Payment Network*" means a group of credit/debit card issuer banks, debit networks and other method providers, including, without limitation, Visa U.S.A., Inc., MasterCard International, Inc., American Express, Discover, and the NYCE, Pulse, Star, and Interlink debit networks. "*Rules*" are the bylaws, rules, and regulations, as they exist from time to time, of the Payment Networks. "*Third Party Fees*" means all taxes imposed by any governmental entity and Transaction Fees.

1.7. Reporting. VPS will provide its standard monthly transaction reports; provided, however, that VPS may provide custom transaction reports to Merchant for an additional monthly fee upon Merchant's request.

1.8. Routing; Transaction Processing. VPS may, in its sole discretion, to priority route Payments, route debit card Payments through a PINless debit network and/or process Convenience Fees as a single transaction (Convenience Fee plus Payment) or as separate transactions.

2. GENERAL

2.1. Payment Network Rules. Merchant agrees to comply with all Payment Network Rules as may be applicable to the Merchant and in effect from time to time as published by any Payment Network, including, but not limited to, the rules published on Visa U.S.A.'s website and on MasterCard International's website. If applicable, Merchant will provide VPS with a copy of its annual PCI Attestation of Compliance (AOC) and/or PCI Self-Assessment Questionnaire (SAQ) (as applicable based on PCI DSS qualifications) annually. Additionally, if Merchant chooses to accept American Express, then Merchant and agrees to the term and conditions set forth on Schedule C and agrees to comply with the American Express Merchant Operating Guide requirements, which are incorporated into this Agreement by reference as if they were fully set forth in the Agreement. The American Express Merchant Operating Guide may be viewed at: www.americanexpress.com/merchantopguide.

2.2. Exclusivity. Merchant will not accept credit card or other Electronic Payments through a similar E-Payment System for Payments from Customers for the services listed on Schedule A hereto other than through VPS without the prior written consent of VPS.

2.3. Compliance with Law. Each party will comply, at such party's own expense, with all laws, policies, guidelines, regulations, ordinances, orders, and rules of all governmental authorities and/or regulatory bodies having jurisdiction over such party and/or the subject matter of this Agreement, including, without limitation, the rules promulgated by the Credit Card Payment Networks, the Payment Card Industry (PCI) Data Security Standard, Visa Cardholder Information Security Program (CISP), the MasterCard Site Data Protection Program (SDP), and the Federal Trade Commission.

2.4. Nondisclosure. Each party agrees to keep confidential and to use only for purposes of performing under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Agreement which is appropriately marked as confidential or which could reasonably be considered of a proprietary or confidential nature ("Confidential Information"), and, except as otherwise permitted by this Agreement, the terms of this Agreement and all negotiations relating thereto (but not the existence of this Agreement generally). The obligation of confidentiality does not apply to information which is required by law to be disclosed (including public right-to-know laws), which is publicly available through authorized disclosure, is known by the receiving party at the time of disclosure, or is rightfully obtained from a third party that has the right to disclose it. All Confidential Information will remain the property of the disclosing party.

2.5. Privacy and Security. Merchant is solely responsible for the security of data residing on servers owned or operated by Merchant and all third parties (other than VPS) designated by Merchant (e.g., a Web hosting Merchant, processor and other service providers), and for data transmitted to VPS. Merchant will not use, disclose, sell and/or disseminate any cardholder information obtained in connection with a Payment (including the names, addresses and card account numbers of cardholders) except for purposes of authorizing, completing and settling a Payment and resolving any Chargebacks, retrieval requests or similar issues involving a Payment, other than pursuant to a court or governmental agency request, subpoena or order. Merchant will use proper controls for and limit access to, and render unreadable prior to discarding, all records containing card account numbers and card imprints. Merchant agrees that it will comply with all VPS security protocols and security advisories in effect during the Term. Merchant is responsible for verifying the accuracy and completeness of all Payments submitted and processed by VPS associated with Merchant's account and verifying that all corresponding funds are accurately processed.

2.6. System Breach. Merchant warrants that Merchant has taken such precautions as are necessary to ensure that Merchant server and electronic systems are secure from breach or intrusion by unauthorized third parties. In the event that Merchant system is breached, or is suspected of having been

breached, and an unauthorized third party has access to or has accessed end-user data or Payment data, Merchant will notify VPS promptly of such breach and will take such precautions as may be necessary to prevent such breaches from occurring in the future.

2.7. Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Merchant will not: (a) rent, lease, assign, sublicense, transfer, distribute, allow access to, and/or time share the E-Payment System to or with any third party; (b) disassemble, decompile, decrypt, extract, reverse engineer and/or modify the E-Payment System, or otherwise apply any procedure or process to the E-Payment System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the E-Payment System or any algorithm, process, procedure or other information contained in the E-Payment System; (c) distribute, facilitate, enable or allow access or linking to the E-Payment System in any manner deemed by VPS in its sole and absolute discretion to be objectionable or harmful to the business and/or reputation of VPS and/or for any unlawful, illegal, pornographic, and/or injurious purpose; (d) make any use of the E-Payment System that impairs the functionality of the E-Payment System; (e) make use of the E-Payment System in any way, other than in accordance with this Agreement or as otherwise instructed by VPS in writing; (f) use the E-Payment System, either directly or indirectly, to develop any product or service that competes with the products and/or services provided by VPS; (g) make any copies of the E-Payment System; (h) circumvent or attempt to circumvent any applicable security measures of the E-Payment System; (i) attempt to access or actually access portions of any VPS systems and/or software not authorized for Merchant's use; and/or (j) use the E-Payment System in any manner, or in furtherance of any activity that may cause VPS to be subject to investigation, prosecution, and/or legal action.

2.8. Intellectual Property. VPS represents that it owns, licenses or has the right to use and will retain during the Term all proprietary rights in and to the E-Payment System and all development tools, routines, subroutines, applications, software and other materials that VPS may use in connection with implementation and operation of the E-Payment System. Merchant acknowledges that, as between Merchant and VPS, VPS owns, licenses and/or has the right to use, all right, title and interest, including without limitation any and all rights existing under patent law, copyright law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights in and to all of the intellectual property developed, owned, used and/or licensed by VPS in connection with its performance under this Agreement, including the E-Payment System (the "VPS IP") and that Merchant will not acquire any right, title, or interest in or to the VPS IP, including the E-Payment System. There are no implied licenses granted under this Agreement, and any rights not expressly granted to Merchant hereunder are reserved by VPS. Merchant will not take any action inconsistent with VPS's property rights in and to the E-Payment System, and/or any other intellectual property right of VPS.

2.9. Terminals. Merchant acknowledges and agrees that VPS may permit Merchant to possess point of sale terminals solely for the purpose of permitting Customers to initiate Payments via the E-Payment System. As such, Merchant acknowledges and agrees that VPS is the sole owner of the point of sale terminals, that, except for the foregoing, Merchant has no rights in or to the point of sale terminals (whether as owner, lessor, licensee or otherwise), and that Merchant will immediately deliver all point of sale terminals to VPS upon the earlier of the termination of this Agreement or when any such terminal is no longer being used Customers to initiate Payments via the E-Payment System. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the ordinary course of business.

3. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

3.1. AVAILABILITY. VPS MAKES NO WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE WORLD WIDE WEB OR TELEPHONE LINES, THE INTERNET AND OTHER GLOBALLY LINKED COMPUTER NETWORKS, OR THE WEBSITES ESTABLISHED THEREON INCLUDING THE E-PAYMENT SYSTEM, WILL BE UNINTERRUPTED OR ERROR FREE AND VPS WILL IN NO WAY BE LIABLE TO MERCHANT OR CUSTOMER DUE TO ANY DISRUPTION OF VPS' E-PAYMENT SYSTEM OR NON-AVAILABILITY OF THE E-PAYMENT SYSTEM DURING WHICH CUSTOMERS ARE UNABLE TO ACCESS OR USE THE E-PAYMENT SYSTEM DUE TO A CONFIRMED PROBLEM THEREIN.

3.2. THIRD PARTY PRODUCTS. MERCHANT UNDERSTANDS AND AGREES THAT VPS MAY USE THIRD PARTY PRODUCTS IN CONNECTION WITH THE E-PAYMENT SYSTEM OFFERED HEREUNDER. THESE PRODUCTS MAY INCLUDE FIREWALL SECURITY, WEB SERVER SOFTWARE AND ENCRYPTION SOFTWARE. VPS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE PERFORMANCE OF SUCH THIRD PARTY SOFTWARE, SPECIFICALLY INCLUDING ANY WARRANTY THAT PERFORMANCE WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. NO IMPLIED WARRANTIES. EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, NEITHER VPS NOR ANY THIRD PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE E-PAYMENT SYSTEM OR SERVICES PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, TO THE MAXIMUM EXTENT POSSIBLE BY LAW.

3.4. NO CONSEQUENTIAL DAMAGES; LIABILITY CAP. IN NO EVENT WILL A PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT

LIMITATION, LOST PROFITS, EVEN IF THE PARTY THAT WOULD OTHERWISE HAVE BEEN LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VPS' LIABILITY EXCEED THE CONVENIENCE FEES PAID TO VPS UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF THE CLAIM (INCLUDING, WITHOUT LIMITATION, ANY CONTRACT, PRODUCT LIABILITY, OR TORT CLAIM).

4. TERM AND TERMINATION.

4.1. Term. Subject to Section 3.2, this Agreement will commence upon the Effective Date and will continue for three (3) years, at which point in time the Agreement will automatically renew for successive one (1) year periods unless either party, at least thirty (30) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this Agreement.

4.2. Termination for Cause. Either party may terminate this Agreement at any time upon written notice to the other party as a result of any of the following events: (i) any noncompliance with this Agreement which is not cured within thirty (30) days of notice thereof from the other party (except that no cure period is allowed for termination based on fraud); and/or (ii) any voluntary or involuntary bankruptcy or insolvency proceeding involving the other party.

4.3. Effect of Termination. Termination of this Agreement will not relieve either party of any obligation to pay the other party any amounts due and owing to the other party prior to such termination, including, without limitation any amounts owing in respect of Disputed Amounts.

4.4. Survival. Sections 2, 3, 4 and 5 will survive any termination or expiration of this Agreement.

5. MISCELLANEOUS.

5.1. Promotion of Services. Merchant will promote the use by Customers of the E-Payment System by, including, but not limited to, publishing relevant URL(s) and telephone numbers for the E-Payment System on the Merchant's home page, billing notices and promotional materials and distributing point of sale materials. All published materials referencing VPS or the E-Payment System will be approved for accuracy by VPS prior to publishing.

5.2. Governing Law; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of Tennessee without reference to conflict of law provisions. Any action, proceeding, litigation, or mediation relating to or arising from this Agreement must be brought exclusively in Davidson County, Nashville, Tennessee. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT.

5.3. Binding Upon Successors and Permitted Assigns. This Agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither

this Agreement nor any right, license, privilege or obligation provided herein may be assigned or transferred by a party without the other party's prior written consent, which consent will not be unreasonably withheld, and any attempted assignment or transfer without such consent is void; provided, however, that each party may, without the consent of the other party, assign this Agreement (and its rights hereunder) in connection with any reorganization, consolidation, merger, sale of stock, sale of substantially all assets and/or similar type of transaction(s), if the successor in interest to such assigning party assumes the obligations of the assigning party under this Agreement in writing, is properly licensed to conduct the business contemplated hereunder, and otherwise agrees to be bound by all of the terms of this Agreement.

5.4. Relationship of Parties. The relationship of VPS to Merchant under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create or imply an agency relationship between Merchant and VPS, nor will this Agreement be deemed to constitute a joint venture or partnership between Merchant and VPS

5.5. Notices. All notices required or permitted under the Agreement will be in writing and sent to the other party at the address specified on the signature page below or to such other address as either party may substitute from time to time by written notice to the other and will be deemed validly given upon receipt of such notice given by mail (postage prepaid), electronic mail or personal or courier delivery to such address.

5.6. Captions and Headings. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement.

5.7. Waiver. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

5.8. Severability. If any provision of this Agreement, or the application thereof, is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

5.9. Publicity. The parties agree that they will not use the other party's name, trademark or service mark or the existence of the contractual relationship in any press release, marketing, promotional, advertising or any other materials without the other party's prior written consent.

5.10. Amendment and Changes. This Agreement or any provision hereof may not be changed, amended, supplemented, discharged, terminated or otherwise altered except by a statement in writing signed by the party against whom enforcement of same is sought.

5.11. Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications, utility, or power failures, equipment failures, labor strife, riots, war, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 5.11 will affect or excuse your liabilities and obligations for Disputed Amounts.

5.12. Entire Agreement. This Agreement, including the Schedules, contains the entire understanding and agreement between the parties with respect to its subject matter, superseding all prior or contemporaneous representations, understandings, and any other oral or written agreements between the parties with respect to such subject matter.

5.13. Facsimile Signature and Counterparts. This Agreement may be executed by exchange of signature pages by facsimile, e-mail and in any number of counterparts, each of which will be an original as against any party whose signature appears thereon and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Merchant Name: _____
(full legal name of municipality with state)

Signature: _____

Print Name: _____

Print Title: _____

Street Address: _____

City/State/Zip: _____

Value Payment Systems, LLC

Name: J. Scott Slusser
Title: Chief Marketing Officer
Street Address: 2207 Crestmoor Rd., Suite 200
City/State/Zip: Nashville, TN 37215-2031

**SCHEDULE A
SCOPE OF SERVICES**

(Please check the box or boxes associated with the services to be provided.)

WEB AND POINT OF SALE E-PAYMENT SOLUTIONS

Web E-Payment Solution

The Standard Web E-Payment Solution may include the following:

- Standard development technology;
- Payment screens including personal information, payment entry, payment review, payment receipt;
- Payment confirmation number and optional confirmation email;
- Collect and transmit payment information for authorization and settlement; and
- Method for transferring transaction data back to the Merchant and/or reporting;

Please choose one of the following options if the Web E-Payment Solution is selected:

- Option 1: Input File Integration or API is not required; or
- Option 2: Input File Integration or API is required.

Payment Types to be accepted:

- Property Tax
- Licenses
- Utility Bills
- Other _____
- Other _____

POS E-Payment Solution (optional)

Please choose one of the following options if the POS E-Payment Solution is selected:

- Option 1: Ingenico iCT220 standalone terminal; or
- Option 2: Web POS system with MagTek card swipe.

Payment Types to be accepted:

- Property Tax
- Licenses
- Utility Bills
- Other _____
- Other _____

SCHEDULE B
FEES
Convenience Fee Schedule

Payment Methods – Visa (credit and debit), MasterCard (credit and debit), Discover (credit and debit), American Express and virtually all debit cards including PIN debit networks (e.g., STAR, NYCE, Pulse, Accel and others). Additional payment methods may be added if mutually agreed upon by both parties.

CONVENIENCE FEES FUNDED BY THE CONSTITUENT

<u>ITEM</u>	<u>FEE</u>	<u>FREQUENCY</u>
<u>Tax and Non-Tax Payments</u>		
Visa, MasterCard, Discover and American Express - credit cards	2.70%	Per transaction
Visa, MasterCard, Discover - debit cards	1.50%	Per transaction
Business and International Credit and Debit Cards	3.00%	Per transaction
Minimum Convenience Fee for Tax Payments	\$1.95	Per transaction
Minimum Convenience Fee for Non-Tax Payments	\$1.95	Per transaction
E-checks	\$1.95	Per transaction
<u>Utility Payments, if applicable (e.g., Water, Sewer, Electric, etc.)</u>		
Visa, MasterCard, Discover and American Express - credit cards	TBD	Per transaction
Visa, MasterCard, Discover and ATM/debit - debit cards	TBD	Per transaction

SCHEDULE C

AMERICAN EXPRESS® CARD ACCEPTANCE

1. Processing Restrictions. Merchant is prohibited from processing Transactions or receiving payments on behalf of, or (unless required by law) re-directing payments to any other party.
2. Third Party Beneficiary Rights.
 - a. Merchant confers on American Express the beneficiary rights, but not obligations, to the Agreement and, as such, American Express has the express right to enforce the terms of the Agreement against the Merchant.
 - b. Merchant warrants that it does not hold third party beneficiary rights to any agreements between VPS and American Express and at no time will attempt to enforce any such agreements against American Express.
3. American Express Liability. MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.

**SUBMITTER MERCHANT
PAYMENT PROCESSING AGREEMENT, INSTRUCTIONS AND GUIDELINES
(Standard MCC – Convenience Fee)**

Worldpay US, Inc. ("Worldpay" or "we", "us", or "our" and the like), for itself and on behalf of Citizens Bank, N.A., a national banking association ("Bank"), is very excited about the opportunity to join Value Payment Systems, LLC ("VPS"), in providing you with state-of-the-art payment processing services. When your customers pay you through VPS, you may be the recipient of a credit card or debit card ("Card") funded payment. The organizations that operate these credit card and debit card systems (such as Visa U.S.A., Inc. and MasterCard International, Inc. (collectively, the "Payments Networks") require that you (i) enter into a direct contractual relationship with an entity that is a member of the Payment Networks and (ii) agree to comply with the operating rules and regulations of the Payment Networks, as in effect from time to time (collectively, the "Rules") as they pertain to applicable credit and debit card payments you receive through VPS.

By executing this document, you are fulfilling the Payment Network Rules that require you to enter into a direct contractual relationship with a member, and you are agreeing to comply with Payment Network Rules as they pertain to payments you receive through the VPS service. In the event you fail to comply with the Payment Network Rules, you will be liable for all fees and fines imposed by the Payment Networks. We understand and acknowledge that you have contracted with VPS to obtain credit card and debit card processing services on your behalf and that VPS may have agreed to be responsible to you for certain of your obligations to us under this Agreement as specifically set forth in the agreement between you and VPS (your "VPS Customer Agreement").

The following information is designed to inform and assist you as we begin our relationship.

1. Your acceptance of Cards

You agree to comply with all applicable Payment Network Rules. You understand that we may be required to modify these instructions and guidelines in order to comply with requirements imposed by the Payment Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (if you select this option, you must accept all consumer credit cards, but not consumer debit/check cards, and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (if you select this option, you must accept all consumer debit/check card products but not business debit/check cards, and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage/postings to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products). You may not require a cardholder, as a condition for honoring a Card, to sign a statement that waives the cardholder's right to dispute the transaction with the Card Issuer.

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Submission of Transactions: Payment

You will transmit, or cause to be transmitted on your behalf, information to us, which information represents your sales to be authorized and settled (paid) by Card transactions. We will process your sales data to facilitate the funds transfer between the various Payment Networks and you for Card sales. After we receive funds for such sales from the Payment Networks, we will make payments to you as more specifically set forth on the Funding Schedule attached hereto.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the cardholder disputes being charged for merchandise or services before receiving them, the result may be a chargeback to you ("Chargeback").

3. Chargebacks: Fraud; Temporary Holdback

3.1 Chargebacks. You may receive a Chargeback for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) You do not issue a refund to a customer upon the return or non-delivery of goods or services; (2) An authorization/approval code was required and not obtained; (3) The transaction was fraudulent; (4) The customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved by you but in an unsatisfactory manner. You agree to (1) reimburse the Bank or Worldpay (or VPS, if VPS has reimbursed Bank or Worldpay on your behalf) for the amount of the transaction in the event of a Chargeback (the "Transaction Amount") and (2) to pay a handling fee for each Chargeback (the "Handling Fee") unless VPS has agreed to do so on your behalf pursuant to both your VPS Customer Agreement and an agreement between VPS and Worldpay.

3.2 Fraud. You agree to be solely responsible for losses and expenses incurred by Bank or Worldpay as a result of or arising out of the fraud, gross negligence or willful misconduct of your employees, contractors (other than VPS) or agents.

3.3 Temporary Holdback. In addition to any of the other rights granted to the Bank and Worldpay in this Section 3, in the event that the Bank and Worldpay, at any time during the term of this Agreement, determine in their commercially reasonable discretion that it may be prudent or necessary to do so as a result of any unusual or suspicious activity involving your account, a cardholder's account, or otherwise, including, without limitation, money laundering, invalid sales transactions, counterfeit transactions, altered or duplicate transactions, activity related to a suspected compromise of cardholder data or other breach of Data Security Guidelines, or you are identified by a Payment Network as experiencing excessive Chargebacks, the Bank, or Worldpay on behalf of the Bank, may hold funds otherwise due you in the Bank's name and in a non-segregated and non-interest bearing account for a commercially reasonable period as the Bank or Worldpay, in its commercially reasonable discretion deems necessary, to reimburse the Bank and Worldpay for Chargebacks and credits issued by you in respect of such activity, plus other costs or liabilities reasonably anticipated to be due from you to Worldpay or the Bank under the terms of this Agreement as a result of such activity. Worldpay and the Bank shall communicate the findings of the related investigation to you, as well as their determination regarding the disposition of such funds, as soon as possible.

4. Financial Information

You agree to provide such financial information as may be requested by Worldpay or the Bank from time to time during the term of this Agreement in order for Worldpay or the Bank to comply with the Payment Network Rules or to otherwise enable Worldpay and the Bank to assess your financial condition and the related risk associated with your business as it relates to this Agreement.

5. Data Security and Privacy

You represent to us that you do not have access to Card Information (such as the cardholder's account number, expiration date, and CVV2) and you will not request access to such Card information from VPS. In the event that you receive such Card information in connection with the processing services provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Payment Network Rules or applicable law. Further, in the event you do have access to Card Information, you acknowledge that you are bound to abide by all applicable standards, guidelines, practices or procedures recommended or required by the applicable Payment Networks with respect to data security or protection of cardholder data, as such may be amended from time to time (collectively "Data Security Guidelines"), including, without limitation, Payment Card Industry Data Security Standards ("PCI"), PIN Entry Device Standards ("PED"), and Payment Application- Data Security Standards ("PA-DSS"). Currently, the PCI guidelines require Customer (a) to observe, among other things, standards of due care with regard to the protection of sensitive cardholder information; and (b) to insure that the point of sale equipment and applicable software used by Customer comply with PCI guidelines. If you know or suspect a security breach, you must notify us immediately. If a Payment Network requires you to submit to an audit in connection with a breach or suspected compromise of cardholder data or any other breach of Data Security Guidelines, you shall cooperate with such audit and shall be responsible for the cost of the audit. Your obligations under this provision shall survive termination of this Agreement.

6. Disclaimer: Limited Liability

6.1 Disclaimer of Warranties. Worldpay and the Bank hereby disclaim all warranties, with respect to the services and products provided hereunder, whether expressed, implied, statutory or otherwise, including without limitation, any warranty of merchantability or fitness for a particular purpose.

6.2 Limitation of Liability. Under no circumstances shall the financial responsibility of Worldpay or the Bank for any failure of performance by Worldpay or the Bank under this Agreement exceed the fees or charges paid to such party for the transaction or activity that is or was the subject of the alleged failure of performance. In no event shall the Bank or Worldpay, their agents, officers, directors, employees or affiliates, be liable for any special, incidental, consequential, punitive, or exemplary damages or claims by you or any third party relative to the transactions or activities hereunder, whether or not such damages were foreseeable.

7. Term; Termination

7.1 Term. This Agreement shall continue in effect until the earlier of (a) termination or expiration of your VPS Customer Agreement or (b) a period of one year after the date on which your first draft is presented to the Bank following acceptance of this Agreement (as evidenced by an authorized signature hereon) by Worldpay and the Bank. Such term shall automatically renew for successive one year periods at the end of the original and each renewal term, unless any party elects to terminate by giving written notice of non-renewal to the other party 90 days before the expiration of the then current term.

7.2 Termination Without Notice. Worldpay or the Bank may terminate this Agreement without notice, at any time as a result of any of the following events: (a) your material noncompliance with the Rules; (b) any voluntary or involuntary bankruptcy or insolvency proceedings by you, your parent or an affiliated entity; (c) Worldpay or the Bank, in its commercially reasonable discretion, deems you to be financially insecure such that Worldpay or the Bank is at a material risk of loss; (d) you or any other person owning or controlling your business is or becomes listed in the Combined Terminated Customer File (or its equivalent) maintained by the Payment Networks; (e) you materially alter the nature and type of business conducted, or (f) Worldpay or the Bank is prohibited by applicable law from conducting business with you or your principals.

7.3 Additional Rights. Upon notice of any termination of this Agreement, the Bank shall determine, in its commercially reasonable discretion, and the Bank, or Worldpay on behalf of the Bank, may notify you of the estimated aggregate

dollar amount of your Chargebacks, refunds, and other obligations and liabilities that the Bank and Worldpay reasonably anticipate may become due subsequent to termination, and you shall immediately deposit such amount with the Bank or the Bank may withhold such amounts from credits due to you. The Bank is authorized to hold such funds for a reasonable period not to exceed the latter of the ten months after termination of this Agreement or the length of time applicable laws, rules or regulations or Payment Networks impose actual or potential liability upon any party to this Agreement. You shall have no rights to such funds until all of your obligations under this Agreement are satisfied, and Worldpay and the Bank may receive out of such funds those amounts that are or become due to Worldpay and the Bank pursuant to this Agreement.

7.4 Survival. The obligations of all parties hereto incurred prior to the effective date of termination or arising from transactions processed prior to the termination shall survive the termination of this Agreement. In addition to the foregoing and in addition to those sections of this Agreement which by their terms survive, Sections 3.2, 6.1, 6.2, 7.4, and 8.1 through 8.5 shall survive any termination or expiration of this Agreement.

8. General Provisions

8.1 Assignment. You may not assign this Agreement, directly or indirectly, including by operation of law, without the prior written consent of the other parties. Any sale or transfer of equity interests such that the holders of the equity interests as of the date hereof do not own more than 50% of the equity interests immediately after such transfer shall be deemed an assignment of this Agreement.

8.2 Attorneys' Fees. In the event any party hereto shall employ legal counsel or bring an action at law or other proceeding against another party to enforce any of the terms, covenants, or conditions hereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs so incurred.

8.3 Confidentiality. The parties acknowledge that each of their respective businesses is highly competitive and that their respective books, records and documents, technical information concerning their respective products, equipment, services and processes, procurement procedures and pricing information, and the names or other information (such as credit and financial data) concerning cardholders, all comprise confidential business information and trade secrets of each and are valuable, special and unique assets of the parties that they use in their business to obtain a competitive advantage over their competitors, which do not know or use this information or have access to it (collectively, "Protected Information"). The parties further acknowledge that the protection of each other's Protected Information against unauthorized disclosure and use is of critical importance to each in maintaining their respective competitive position. Accordingly, the parties hereby agree that neither they, nor any of their respective employees or agents, shall make any unauthorized disclosure of any Protected Information, or make any use thereof, except for the benefit of, and on behalf of, that party. The following information shall not be subject to protection under this Section 8.3: information that (a) is now, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public; (b) was known by the receiving party before receiving such information from the disclosing party; (c) is hereafter rightfully obtained by the receiving party from a third party, without breach of any obligation to the disclosing party; or (d) is independently developed by the receiving party without use of or reference to the Protected Information. Each party may disclose the other party's Protected Information if and to the extent that such disclosure is required or requested by applicable law or any regulatory or governmental authority. The provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for a period of two years thereafter, provided with respect to Protected Information that constitutes a trade secret under applicable law, the provisions of this Section 8.3 shall be effective during the term of this Agreement and shall survive for the longer of (i) two years after the termination of this Agreement, or (ii) for so long as such information continues to qualify as a trade secret under applicable law, excluding failure to so qualify as a result of breach of this Agreement. Notwithstanding anything contained to the contrary herein, the parties further agree that all cardholder data shall be protected in accordance with applicable law and the Rules.

8.4 Entire Agreement; Modification, Waiver. This Agreement and any accompanying schedules constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations, whether oral or written between them with respect to the subject matter hereof. Except as otherwise set forth herein, this Agreement may not be amended or modified, except by an instrument in writing executed by all parties. No waiver by any party of any provision of this Agreement will be valid unless the same will be in writing and signed by the party making such waiver. No waiver of a provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

8.5 U.S. Patriot Act Customer Identification Notice, Regulatory Requirements, Credit Reports. In order to assist the U.S. government in its efforts to fight terrorism and money laundering activities, federal law requires Worldpay and the Bank to obtain, verify, and record information that identifies persons and entities establishing a business relationship with Worldpay or the Bank through the purchase of products or services. The information required varies based on whether you are a publicly or privately owned business. When establishing a business relationship, Worldpay and the Bank shall ask for identification and verification information, which may include, without limitation, the legal name of the entity, identification of the primary principal contact of the business (if required by law), physical address of the entity or principal, date of formation (for business entities), date of birth (for individuals), and other information that allows Worldpay and the Bank to identify you and your principals. You agree to provide all information requested by Worldpay and the Bank that is required in order for Worldpay and the Bank to comply with applicable law. In addition and in connection with such regulatory requirements, you shall provide prior written notice to the Bank and Worldpay of any change in the ownership or composition if as a result of such change, an individual or entity who does not own 20% or more of the beneficial equitable ownership as of the date hereof becomes the owner of 20% or more of the beneficial equitable interest hereafter. You acknowledge that Worldpay and the Bank may require that a consumer report of certain officers, partners, or owners be provided from a consumer and/or credit reporting agency at the inception of this Agreement and from time to time thereafter.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Please acknowledge your receipt of these instructions and guidelines and your agreement to comply therewith.

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Agreed and Accepted by:

Worldpay US, Inc. for itself and on behalf of
Citizens Bank, N.A.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

FUNDING SCHEDULE

In order to receive funds from Worldpay you must designate a bank account (the "Deposit/Chargeback Account") at a bank that is a member of the Automated Clearing House ("ACH") system and the Federal Reserve wire system. You authorize Worldpay to initiate electronic credit and debit entries and adjustments to the Deposit/Chargeback Account in accordance with this Funding Schedule. You agree that you will not close or restrict Bank or Worldpay's access to the Deposit/Chargeback Account. We will not be liable for any delays in receipt of funds or errors in bank account entries caused by third parties, including but not limited to delays or errors by the Payment Networks or the bank.

The funds payable to the Deposit/Chargeback Account shall be equal to the amounts received by us from the Payment Networks in respect of your Card transactions less all Chargebacks, customer refunds and other applicable charges. Such amounts will be paid into the Deposit/Chargeback Account as soon as practicable following our receipt of the funds from the applicable Payment Network. If the funds payable to the Deposit/Chargeback Account do not represent sufficient credits, or the Deposit/Chargeback Account does not have a sufficient balance to pay amounts due from you under this funding schedule, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Deposit/Chargeback Account for the amount of the negative balance; (iii) withhold settlement payments to the Deposit/Chargeback Account until all amounts are paid; (iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

Unless and until we receive written instructions from you to the contrary, all amounts payable by Worldpay to you will be deposited in the Deposit/Chargeback Account designated and authorized by you as set forth below:

Name of Bank: _____
ABA No.: _____
Account No.: _____
Account Name: _____
Reference: _____