



QUAY COUNTY GOVERNMENT

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

AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS JUNE 22, 2020

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 8, 2020

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Linda Gonzalez, City of Tucumcari Library Director**
 - Request Approval of **Library Funding**

- II. **Connie Loveland, Tucumcari Main Street Executive Director**
 - Request Approval of **FY 2020-2021 Tucumcari Main Street Financial Support**
 - Request Approval of the **10th Annual Fired Up Sponsorship**

- III. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **FY 2019-2020 Resolution No. 55 – Budgetary Transfers**

- IV. **Daniel Zamora, Quay County Emergency Management Coordinator**
 - Request Approval - **NMDFA Intergovernmental Grant Agreement 2nd Amendment**

- V. **Larry Moore, Quay County Road Superintendent**
 - Request Approval of **FY 2019-2020 Resolution No. 50 - LGRF CAP Agreement**
 - Request Approval of **FY 2019-2020 Resolution No. 51 - COOP Agreement**
 - Request Approval of **FY 2019-2020 Resolution No. 52 - School Bus Agreement**
 - Request Approval of **FY 2019-2020 Resolution No. 53 - LGRF CAP Match Waiver**
 - Request Approval of **FY 2019-2020 Resolution No. 54 - COOP Match Waiver**
 - **Road Update**



DOC HCM-00490

07/14/2020 02:06 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Ellen White - County Clerk, County Cle.

Pages: 62



VI. Richard Primrose, Quay County Manager

- Presentation of **Monthly RPHCA Reports**
- Request Approval of **Porter Fire Department Real Property Donation**
- **Correspondence**

VII. Indigent Claims Board

- Call Meeting to Order
- Request Approval of **Indigent Minutes for the May 26, 2020 Meeting**
- **No Claims Submitted**
- **Adjourn**

VIII. Request Approval of Accounts Payable

IX. 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

June 22, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 22nd day of June, 2020 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Linda Gonzales, City of Tucumcari Library Director
Merlinda Turner, City of Tucumcari Library Board Member
Daniel Zamora, Quay County Emergency Manager
Jessica Gonzales, on behalf of Connie Loveland, Tucumcari MainStreet
Lucas Bugg, Quay County Fire Marshal
Cheryl Simpson, Quay County Finance Director
Ron Warnick, Quay County Sun

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 8, 2020 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. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: Chairman McCasland recognized County Manager, Richard Primrose for receiving the 2020 Cry From the Wilderness Award from Eastern Plains Council of Governments. This award is presented to an individual for the advocacy of regional issues and dedication in service and leadership. It was also noted Primrose was recently elected Chairman of the Ute Water Commission.

NEW BUSINESS:

Linda Gonzales, Tucumcari Librarian requested approval of annual funding and support of the Library in the amount of \$2000.00. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to

approve the request. MOTION carried with Dowell voting "aye", Cherry voting "aye", and McCasland voting "aye".

Jessica Gonzales, on behalf of Tucumcari MainStreet, requested their annual \$5,000.00 financial contribution to the MainStreet operational budget. Gonzales also informed the Commissioners that MainStreet is working with the Railroad Museum Board to acquire that facility and keep it open for the public, as the Museum Board is disbanding.

Gonzales explained the MainStreet organization typically asked and received an additional \$5,000.00 to assist with funding the annual "Fired-Up" event, which has been cancelled due to the health pandemic. MainStreet would like to change the initial request \$5,000.00 allocated for "Fired-Up" and re-allocate it towards the Railroad Museum, once the acquisition is complete. Gonzales respectfully requests both the \$5,000.00 for operational costs, and \$5,000.00 for the Railroad Museum be approved. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve both financial requests of \$5,000 each, totaling \$10,000.00. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Cheryl Simpson, Quay County Finance Director requested approval of Resolution No. 55; Budgetary Transfers totaling \$2,373.93 to ASAP (516). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 55. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Quay County Emergency Management Coordinator, Daniel Zamora, requested approval of the Second Amendment to Intergovernmental Grant Agreement for the 2020 Census. Zamora stated this Amendment is necessary because the deadlines and time line to expend funds have been extended to October 31, 2020. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Amendment. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.

Richard Primrose, County Manager, requested approval of the following Resolutions and Agreements on behalf of Larry Moore, Quay County Road Superintendent:

1. FY 2019-2020 Resolution No. 50 & LGRF CAP Agreement (6175-6300 Quay Road AF with a project total of \$285,709.00.)
2. FY 2019-2020 Resolution No. 51 & COOP Agreement (6175-6300 Quay Road AG with a project total of \$92,569.00.)
3. FY 2019-2020 Resolution No. 52 & School Bus Agreement (1700-1750 Quay Road 60; 1900-2100 Quay Road 64; 5900-5950 Quay Road M; 6300-6400 Quay Road O. Project total of \$137,900.00.)

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolutions 50, 51 and 52, along with their respective Agreements, as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies of the Resolutions and Agreements are attached to these minutes.

4. FY 2019-2020 Resolution No. 53 - LGRF CAP Match Waiver (6175 Quay Road AF for \$71,427.00.)
5. FY 2019-2020 Resolution No. 54 - COOP Match Waiver (6175 Quay Road AF for \$23,142.00.)

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolutions 53 and 54 as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies of the Resolutions are attached to these minutes.

Primrose gave the following Road Department updates:

1. Quay Road AD was completed on Thursday, June 18th and Quay Road BH was finished in House as well.
2. Two new Caterpillar Blades have arrived and employees will be trained on them tomorrow.
3. The School Bus project in House is slated to begin this week and the drainage work continues on Quay Road AR.

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

1. Distributed a copy of the Quay County Family Health Center monthly RPHCA Report for May. A copy is attached.
2. Requested approval of a donation of approximately 2.00 acres of land for the Porter Fire Station property. The donation comes from Evelyn Wallin. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the land donation. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the Warranty Deed is attached. Commissioner Dowell asked that a "Thank You" note be sent to the Wallin family.
3. A copy of the monthly Gross Receipt Tax Report was up and reportedly stable.
4. Provided a copy of an Executive Order from the Governor allowing entities to impose firework restrictions. It was noted the Executive Order was issued the same day local entities would have been required to initiate a ban.
5. Provided a copy of a letter from the Executive Director of the Eastern New Mexico Food Bank regarding a grant in the amount of \$5,000.00 awarded to Ministry of Hope in Tucumcari.
6. The County Offices will be closed on July 3 in observance of Independence Day.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:45 a.m.

--- INDIGENT CLAIMS ---

Indigent Claims Board meeting was adjourned. Time noted 9:50 a.m.

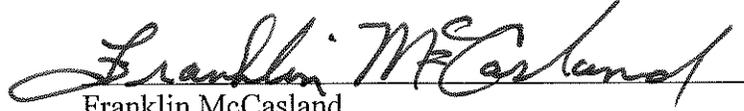
A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending June 18, 2020. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 9:55 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

The official seal of Quay County, Oregon, is circular and features the text "OFFICIAL SEAL OF QUAY COUNTY, OREGON" around the perimeter. In the center, it says "1888".

Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk

**QUAY COUNTY
FISCAL YEAR 2019-2020
RESOLUTION No. 55**

Authorization of Budgetary Transfers to **ASAP (516) from Treatment Fees (633),
Seizure Fund (601), Confiscated Fund (602), Drug Enforcement Fund (603)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 22,
2020 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request
these Budgetary Transfers;

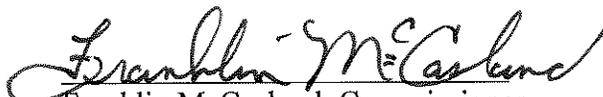
**State Fund 29900
Budgetary Transfers**

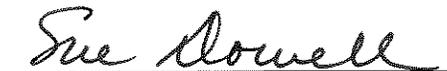
	<u>DEBIT</u>	<u>CREDIT</u>
29900-2002-61100 Transfers In		\$2,373.93
516 ASAP		
29900-2002-61200 Transfers Out	\$2,373.93	
633 Treatment Fees	\$1,840.08	
601 Seizure Fund	\$ 59.13	
602 Confiscated Fund	\$ 102.90	
603 Drug Enforcement	\$ 371.82	

WHEREAS, the above activity was not contemplated at the time the final budget was
adopted and approved **Transferred balances of Dormant Funds**

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

DONE at Tucumcari, County of Quay, New Mexico this 22nd day of June, 2020.


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Ellen White, County Clerk


Mike Cherry, Commissioner



**NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
SECOND AMENDMENT TO
INTERGOVERNMENTAL GRANT AGREEMENT
NUMBER 2019-3410-ZD5037-01018**

The New Mexico Department of Finance and Administration, an executive department of the State of New Mexico ("Grantor"), and Quay County, a county and political subdivision of the State of New Mexico ("Grantee"), agree:

1. Recitals. Grantor and Grantee are parties to that certain Intergovernmental Grant Agreement Number 2019-3410-ZD5037-01018 dated October 2, 2019, as later amended by that certain First Amendment to Intergovernmental Grant Agreement Number 2019-3410-ZD5037-01018 dated March 17, 2020 whereby Grantor awarded Grantee with a Grant award for the purpose of ensuring a fair, accurate and complete count for New Mexico in the 2020 Census, thereby achieving the highest self-response rate possible of hard-to-count (HTC) communities and populations in New Mexico (collectively, "Grant Agreement"). Grantor and Grantee want to amend the Grant Agreement as provided in this Second Amendment to Intergovernmental Grant Agreement Number 2019-3410-ZD5037-01018 ("Second Amendment").
2. Definitions. Capitalized terms used but not defined in this Second Amendment have the meanings given to them in the Grant Agreement.
3. Amendment. The Grant Agreement is amended as follows:
 - a. The portion of Task 1 of the Scope of Work in Section II.A of the Grant Agreement, beginning with the word "Contacts" is amended to read as follows:

Contacts:

Dr. Mercy Alarid, Senior Partnership Specialist
U.S. Census Bureau
mercy.n.alarid@2020census.gov 505-715-3275

Amber L. Carrillo, Southern Tribal Partnership Specialist
U.S. Census Bureau
amber.l.carrillo@2020census.gov 817-897-1601

Sergio A. Martinez, Partnership Coordinator, Dallas Regional
Census Office/Field Division/Denver Region
U.S. Census Bureau
sergio.a.martinez@2020census.gov 385-484-1992

Arbin Mitchell – Tribal Partnership Specialist Navajo Nation
U.S. Census Bureau
arbin.l.mitchell@2020census.gov 505-979-6816

Kendra Moore – Tribal Partnership Specialist, Mescalero
Apache Tribe and Las Cruces Urban Native Americans
U.S. Census Bureau
kendra.l.moore@2020census.gov 915-613-7506

Kenneth Pin, Northern Tribal Partnership Specialist
U.S. Census Bureau
kenneth.c.pin@2020census.gov 505-603-0007

- b. The following is added to the end of Task 3.2 of the Scope of Work in Section II.A of the Grant Agreement:

In response to the COVID-19 pandemic that began affecting New Mexico in March 2020 and is expected to continue indefinitely, Grantee shall—in consultation with Grantor—modify its Outreach Plan as needed to maximize self-response under applicable social distancing guidelines, travel restrictions, and closures. Without limiting the foregoing, Grantee’s modified Outreach Plan shall include Grantee’s plans for maximizing its use of the Grant award in light of the Census Bureau extending the self-response deadline to October 31, 2020 or beyond and will address any changes that Grantee will make to the Outreach Plan in light of whether the New Mexico Legislature (“Legislature”) reauthorizes the appropriation made to Grantor under N.M. Laws 2019 (54th Legislature, 1st Session), Chapter 271, Section 5(37) (“2019 Appropriation”) for expenditure in fiscal year 2021 at the 2020 special session .

- c. In Task 3.3 of the Scope of Work in Section II.A of the Grant Agreement, the term “Administrative costs” is deleted and replaced with “Third-party staffing costs.”
- d. Section II.B.2 of the Grant Agreement is revised to read as follows:

In the event that the Legislature *does not* reauthorize the 2019 Appropriation for expenditure in fiscal year 2021 at the 2020 special session, the Grantee shall submit an Interim Performance and Financial Report that includes a narrative of accomplishments under this Grant Agreement and a summary of actual costs. The Grantee shall promptly remit any unused funds to Grantor, in accordance with the terms provided herein. The Interim Performance and Financial Report is due on **June 30, 2020**. At a minimum, the Interim Performance and Financial Report will include: (1) Detailed report on strategies, tactics and timeline(s) used throughout the Census Outreach Campaign; (2) Lessons learned and best practices that may inform subsequent Census outreach efforts; (3) List of contracts entered into, including identification of subcontractors; (4) List of partnerships formed; (5) Full list of activities and events for Census outreach; and (6) Copies of creative media, videos, flyers, and advertisements used in Census outreach efforts.

In the event that the Legislature *does* reauthorize the 2019 Appropriation for expenditure in fiscal year 2021 at the 2020 special session, the Interim Performance and Financial Report will be replaced by a regular Monthly Report for June 2020, which will be due on July 15, 2020.

Additionally, Grantee shall submit a Final Performance and Financial Report by the later of: (i) **November 30, 2020**; and (ii) 30 days after the 2020 Census self-response deadline established by the U.S. Census Bureau. At a minimum, the Final Performance and Financial Report will include all of the information in the Interim Performance and Financial Report for items (1) through (6), above, for the period of July 1, 2020 through the Termination Date, plus Grantee’s recommendations for the 2030 Census and an overview of Non-Response Follow-Up activities during the August-October, 2020 timeframe; provided, however, that in the event that the Legislature *does* reauthorize the 2019 Appropriation for expenditure in fiscal year 2021 at the 2020 special session, the Final Performance and Financial Report will contain all such information for the entire term of this Agreement.

e. The table in Section II.B.3 of the Grant Agreement is revised to read as follows:

	Reports	Due Date
1	Monthly Report [Exhibit B]	Monthly by the 15 th day of the following month
2	Interim Performance and Financial Report, subject to the Legislature’s reauthorization of the 2019 Appropriation as described in Section II.B.3, above	June 30, 2020
3	Final Performance and Financial Report	The later of: (i) November 30, 2020; and (ii) 30 days after the 2020 Census self-response deadline established by the U.S. Census Bureau

f. Section II.O of the Grant Agreement is revised to read as follows:

This Agreement terminates on the later of: (i) December 31, 2020; and (ii) 60 days after the 2020 Census self-response deadline established by the U.S. Census Bureau. The later of these two dates shall be “the Termination Date”.

g. Section II.P of the Grant Agreement is revised to read as follows:

P. Remittance of Grant Funds

1. Unless an earlier remittance deadline applies pursuant to paragraphs 2 or 3, below, if the Grantee fails to submit invoice documentation of an expenditure of any Grant funds pursuant to the requirements provided for by Section II.B ("Reporting") by the Termination Date, then, by that date, Grantee must remit to Grantor those Grant funds for which properly documented expenditures are not provided.

2. If: (i) Grantee fails to expend any Grant funds associated with the 2019 Appropriation by June 30, 2020; and (ii) the Legislature does not reauthorize the 2019 Appropriation for expenditure in fiscal year 2021 at the 2020 special session, then, by no later than August 15, 2020, Grantee must remit to Grantor any unexpended Grant funds associated with the 2019 Appropriation. Without limiting the foregoing, for any vendors who invoice Grantee after June 30, 2020 for goods or services associated with the 2019 Appropriation, Grantee may pay any such invoices by July 30, 2020; provided, however, that Grantee must certify to Grantor, in such form as Grantor will determine, that Grantee received any associated goods or services on or before June 30, 2020. If the Legislature reauthorizes the 2019 Appropriation for expenditure in fiscal year 2021 at the 2020 special session, then the provisions of paragraph 3, below, will apply to any Grant funds associated with the 2019 Appropriation, and the foregoing provisions of this paragraph 2 will not apply.

3. If Grantee fails to expend any Grant funds associated with N.M. Laws 2020 (54th Legislature, 2nd Session), Chapter 2, Section 1 ("2020 Appropriation") by the 2020 Census self-response deadline established by the U.S. Census Bureau, then, by no later than 45 days after that date, Grantee must remit to Grantor any unexpended Grant funds associated with the 2020 Appropriation.

4. For purposes of this section, "expend" means to receive any goods or services to be paid out of Grant funds from a vendor. Grantor reserves the right to recover from Grantee, by any legal means available to Grantor, any unexpended funds and any funds not properly supported by invoice documentation as provided in this section.

h. All references in the Grant Agreement to Ramya Gorantla and the email address ramya.gorantla@state.nm.us are amended to refer to Paige Best and the email address paigeL.best@state.nm.us, respectively.

4. Approval. Grantee represents and warrants to Grantor that all actions necessary to approve of this Second Amendment and to make this Second Amendment a valid and binding obligation of Grantee have been completed.
5. Ratification; Survival. Except as modified by this Second Amendment, Grantor and Grantee ratify and affirm the terms of the Grant Agreement. All terms of the Grant Agreement not modified by this Second Amendment will survive the execution hereof, and this Second Amendment is subject to those terms.
6. Miscellaneous. This Second Amendment may be executed in one or more counterparts, each of which will be deemed an original and together will constitute one and the same instrument. This Second Amendment is governed by the laws of the State of New Mexico and may only be modified in a writing executed by both Grantor and Grantee.

[Counterpart Signatures Follow]

IN WITNESS WHEREOF, the Grantee and Grantor do hereby execute this Second Amendment as of the date last written below. This Second Amendment has been approved by:

GRANTEE:

By: Franklin McCarland
Authorized Person

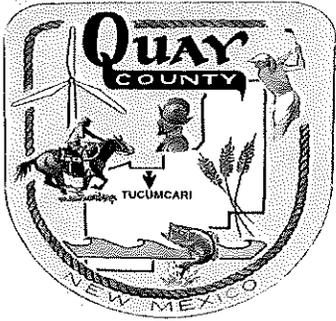
6-22-2020
Date



FOR THE GRANTOR, THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION:

By: _____
Deborah K. Romero, Acting Cabinet Secretary, Grantor

Date



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2019-2020
RESOLUTION NO. 50

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

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

WHERE AS, the total cost of the project will be **\$285,709.00** to be funded in proportional share by the parties hereto as follows:

- New Mexico Department of Transportation's share shall be 75% or **\$214,282.00**

and

- **Quay County's** proportional matching share shall be 25% or **\$71,427.00**

TOTAL PROJECT COST IS **\$285,709.00**.

Quay County shall pay all costs, which exceed the total amount of **\$285,709.00**

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

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

The agreement terminates on December 31, 2021 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400485, Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2020-2021 to

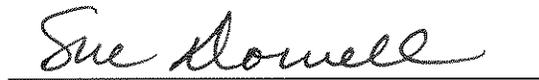
Scope: Pavement Rehabilitation/Improvements, Reconstruction, Drainage Improvements, Blading and Shaping, to Various County Roads

TERMINI: Quay Road AF (Blocks 6175 -6300) 1.155 miles

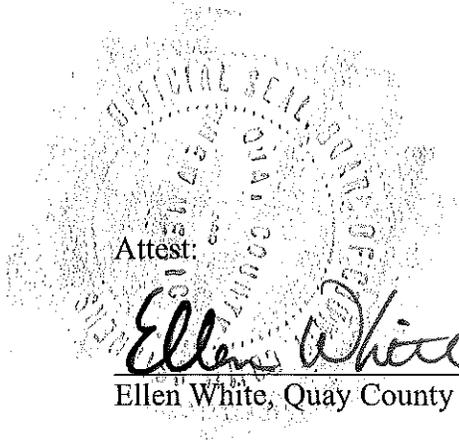
Within the control of Quay County in Quay County, New Mexico.

DONE AND RESOLVED this 22nd day of June 2020.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400485

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the New Mexico Department of Transportation (Department) and Quay County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400485** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Eighty-Five Thousand, Seven Hundred Nine Dollars (\$285,709.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$214,282.00**

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

2. The Public Entity's required proportional matching
Share shall be 25% **\$71,427.00**
For purpose stated above

3. Total Project Cost **\$285,709.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Eighty-Five Thousand, Seven Hundred Nine Dollars (\$285,709.00)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.

- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the

performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and

State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

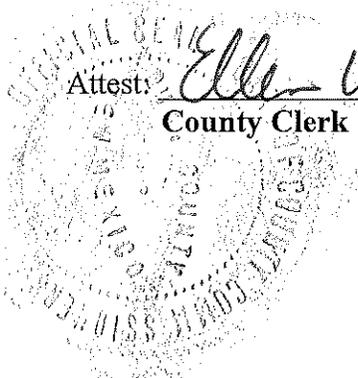
Date: _____

Quay County

By: Franklin McFarland
Title: CHAIRMAN

Date: 6-22-2020

Attest: Ellen White
County Clerk



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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

And completed on _____, 20____; and

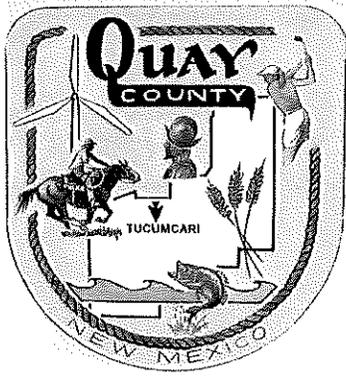
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2019-2020

RESOLUTION NO. 53

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

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

WHERE AS, the total cost of the project will be \$ **285,709.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ **214,282.00**

and

b. **Quay County's** proportional matching share shall be 25% or \$ **71,427.00**

TOTAL PROJECT COST IS \$ **285,709.00**

Quay County shall pay all costs, which exceed the total amount of \$ **285,709.00**

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

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

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

That **Quay County** requests a Match Waiver in the amount of \$ **71,427.00** for LGRF Project for year 2020-2021 to

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

TERMINI: Quay Road AF (Blocks 6175-6300) 1.155 miles

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

DONE AND RESOLVED this 22nd day of June 2020.

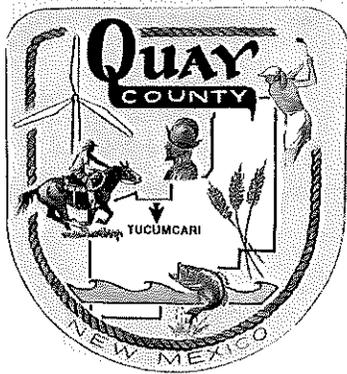

Franklin McCasland
Franklin McCasland, Chairman

Sue Dowell
Sue Dowell, Member

Mike Cherry
Mike Cherry, Member

Attest:

Ellen White
Ellen White, Quay County Clerk



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2019-2020

RESOLUTION NO. 51

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

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

WHEREAS, the total cost of the project will be \$ **92,569.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ **69,427.00**

and

b. **Quay County's** proportional matching share shall be 25% or \$ **23,142.00**

TOTAL PROJECT COST IS \$ **92,569.00**

Quay County shall pay all costs, which exceed the total amount of \$ **92,569.00**

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

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

The agreement terminates on December 31, 2021 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

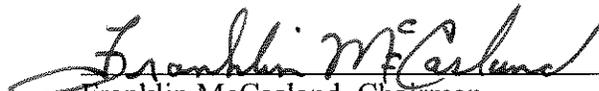
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400492 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2020-2021 to

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

- **TERMINI: Quay Road AF (Blocks 6175 – 6300) 1.155 miles**

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

DONE AND RESOLVED this 22nd day of June 2020.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Control No. L400492

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400492** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Ninety-Two Thousand, Five Hundred Sixty-Nine Dollars (\$92,569.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$69,427.00**

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

2. The Public Entity's required proportional matching
Share shall be 25% **\$23,142.00**
For purpose stated above

3. Total Project Cost **\$92,569.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Ninety-Two Thousand, Five Hundred Sixty-Nine Dollars (\$92,569.00)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being

constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.

- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit

finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McCasland
Title: CHAIRMAN

Date: 6-22-2020

Attest: Ellen White
County Clerk



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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

And completed on _____, 20____; and

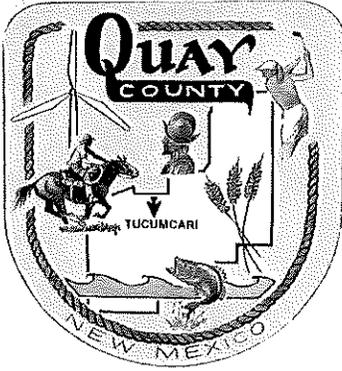
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2019-2020

RESOLUTION NO. 54

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

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

WHERE AS, the total cost of the project will be \$ **92,569.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ **69,427.00**

and

b. **Quay County's** proportional matching share shall be 25% or \$ **23,142.00**

TOTAL PROJECT COST IS \$ **92,569.00**

Quay County shall pay all costs, which exceed the total amount of \$ **69,427.00**

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

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

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

That **Quay County** requests a Match Waiver in the amount of \$ **23,142.00** for LGRF Project for year 2020-2021 to

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

TERMINI: Quay Road AF (Blocks 6175 – 6300) 1.155 miles

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

DONE AND RESOLVED this 22nd day of June 2020.


Franklin McCasland, Chairman

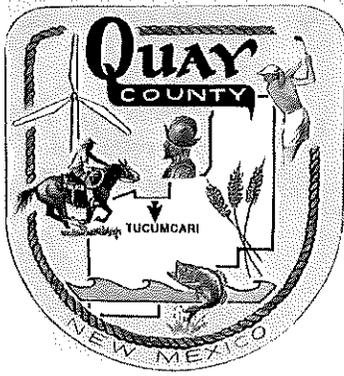

Sue Dowell, Member


Mike Cherry, Member



Attest:


Ellen White, Quay County Clerk



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2019-2020

RESOLUTION NO. 52

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

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

WHEREAS, the total cost of the project will be \$ **137,900.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ **103,425.00**

and

b. **Quay County's** proportional matching share shall be 25% or \$ **34,475.00**

TOTAL PROJECT COST IS \$ **137,900.00**

Quay County shall pay all costs, which exceed the total amount of \$ **137,900.00**

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

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

The agreement terminates on December 31, 2021 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400499 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2020-2021 to

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

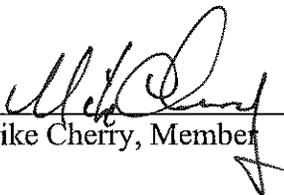
TERMINI: Quay Road 60 (1700-1750) .50 miles; Quay Road 64 (Blocks 1900-2100) 2 miles; Quay Road M (Blocks 5900-5950) .50 miles; Quay Road O (Blocks 6300-6400) 1 mile

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

DONE AND RESOLVED this 22nd day of June, 2020.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400499

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Quay County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Control No. **L400499** and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty-Seven Thousand, Nine Hundred Dollars (\$137,900.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$103,425.00**

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

2. The Public Entity's required proportional matching
Share shall be 25% **\$34,475.00**
For purpose stated above

3. Total Project Cost **\$137,900.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Thirty-Seven Thousand, Nine Hundred Dollars (\$137,900.00)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being

constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.

- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.
- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit

finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McCasland
Title: CHAIRMAN

Date: 6-22-2020

Attest: Ellen White
County Clerk



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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

And completed on _____, 20____; and

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

Name Date

Print Name

Title

Clinic/Program Name: Quay County Family Health Center
Month Reported: May 2020

Monthly RPHCA Narrative Report

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

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

Been providing about 80-85% of the visits via telephonically.

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

COVID-19 pandemic

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

Encounters are below the monthly goal, partially due to COVID and Provider PTO and CME hours.

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

None, we are fully staffed.

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

None. QCFHC is fully staffed

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

No changes were made. Hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.

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

- Quay Co Health Council
- Quay Co Emergency Manager Meeting

All meetings are via Zoom

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

Site continues to provide care at the Quay County Detention Center via telephonic visits. Face to face are done under extenuating circumstances.

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

Travel restrictions imposed on all PMS staff.

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

None

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

Meeting was held on March 17, 2020

Welcome and Introductions

Regional Goals

- Dental Access
- Behavioral Health services
- Advisory Board Members Engagement

Clinic Update

- Mock Audit Schedule
- Marketing Ideas
- Discussion of Regional Advisory future meeting dates
- Staff updates
- Community Outreach Updates
- COIVD-19 precautions and plan of action for PMS

Home Visiting Update

- Enrolled Clients
- Outreach Events

**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	
Reporting Site: Quay County Family Health Center		Report Month/Year:	05/01/20
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters	306	
	By Provider Type:		
	Physician Encounters	6	
	Midlevel Practitioner Encounters	300	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	22	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	98	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters	70	
Medicare Encounters	113		
100% Self Pay (non-discounted/non-3 rd party) Encounters	3		
Unduplicated Number of Users	Total # of unduplicated users	39	
	At or Below Poverty	25	
	Between Poverty and 200% of Poverty	13	
	Above 200% of Poverty	1	
Staffing Level	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians	0.05	
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
	Clinical Support Staff	2.2	
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources	68,985	
	Sliding Fee Revenues - Medical	3,449	
	Sliding Fee Revenues - Dental	0	
	Medicaid Revenues - Medical	21,178	
	Medicaid Revenues - Dental	0	
	County Indigent Fund Revenues	0	
	Other 3 rd Party Revenues	5,517	
	Medicare Revenues	14,741	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	182	
	Contracts/Grants Revenues (including RPHCA)	23,919	
	Total Primary Care Expenditures	68,532	
	Total Primary Care Charges	66,561	
Sliding Fee Discounts - Medical	7,442		
Sliding Fee Discounts - Dental	0		
Prepared by: C Renee Hayoz		6/8/2020	

WARRANTY DEED

EVELYN WALLIN, individually, and Personal Representative of the **ESTATE OF LEONARD WALLIN**, hereby grants to **QUAY COUNTY**, a political subdivision, the following described real property located in the County of Quay, State of New Mexico, to-wit:

2.00 acres tract of land out of the Southwest corner of the Southeast ¼ of Section 3, T-11-N, R-34-E, N.M.P.M., Quay County, New Mexico being described by metes and bounds as follows:

The point of beginning is a ½" rebar, 18" long, topped with a red plastic surveyors cap stamped "Kelley RPLS 5534" (hereafter referred to as a (K-Cap) set at a fence corner on the North R-O-W line of Quay Road 65 Whence the Southwest corner of Section 3 bears S 00°21'32"W, 35.00 feet and S 89°52'52"s, 2669.69 feet; Thence, N 00°21'32"W, along the West line of the Southeast ¼ of Section 3, a distance of 415.00 feet to a K-Cap set for the Northwest corner of this 2.00 acres tract; Thence, S 89°45'07"E, a distance of 209.00 feet to a K-Cap set for the Northeast corner of this tract; Thence, S 00°21'32"E, a distance of 416.00 feet to a K-Cap set in the North R-O-W line of Quay Road 65 for the Southeast corner of this tract; Thence N 89°45'07"W, along the North R-O-W line of Quay Road 65, a distance of 209.00 feet to the point of beginning. said tract contains 2.00 acres of land more or less.

with warranty covenants.

This Grant is contingent on Quay County using the property as a fire station. In the event Quay County ceases to use the property as a fire station it shall revert back to Grantor.

WITNESS, our hands and seal this 30th day of April, 2020.

Evelyn Wallin
EVELYN WALLIN

DOC #202006150013
06/15/2020 02:45 PM Doc Type: WD
Fee:0.00 Pages: 2 GLUJAN
Quay County, NM Ellen White - County Clerk, County Cl



STATE OF NEW MEXICO)
)ss.
COUNTY OF QUAY)

The foregoing instrument was acknowledged before me on this, the 30th day of April 2020, by EVELYN WALLIN.



OFFICIAL SEAL
JAIME L. VIGIL
NOTARY PUBLIC - State of New Mexico

My Commission Expires 4-27-21

My Commission Expires: 4-27-21

NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read "Jaime L. Vigil", is written over the printed name "JAIME L. VIGIL".

Quay County GRT 2019-2020
Comparison by Category

	July	August	September	October	November	December	January	February	March	April	May	June	YTD Totals
Agriculture, Forestry, Fishing and Hunting	942.84	385.59	383.41	802.30	688.28	1,120.44	1,843.48	615.84	239.06	209.07	620.70	505.75	8,356.76
Mining and Oil and Gas Extraction													7,590.66
Utilities	9,575.10	13,333.11	16,027.75	2,059.94	2,742.20	1,185.77	12,240.78	15,041.87	15,178.11	13,194.65	13,498.83	11,039.76	166,109.88
Construction	14,316.10	29,633.95	13,452.84	16,153.41	17,694.41	23,633.51	26,581.23	57,402.87	40,570.50	18,056.42	34,626.75	27,974.30	315,359.18
Manufacturing	3,367.59	10,804.97	4,575.69	5,672.41	8,076.05	11,662.43	2,028.72	8,590.50	5,494.23	5,119.16	9,189.95	15,124.08	89,705.38
Wholesale Trade	1,536.12	1,440.95	1,626.32	2,025.18	1,623.39	1,854.78	1,563.12	1,789.84	1,989.75	2,416.39	2,824.57	1,602.81	22,283.22
Retail Trade	52,587.95	56,860.93	56,185.79	51,946.65	59,601.19	50,154.65	45,827.61	54,277.17	36,668.82	44,666.32	51,507.89	48,498.92	607,783.89
Transportation and Warehousing	3,542.64	1,724.31	1,851.95	1,294.88	1,445.55	1,932.94	2,602.58	1,694.62	1,706.08	1,597.42	4,306.83	2,297.37	25,999.15
Information and Cultural Industries	10,850.11	10,404.26	10,741.88	10,971.64	10,406.37	10,375.30	10,756.32	11,312.46	10,795.66	10,644.78	11,917.90	11,889.92	131,066.60
Finance and Insurance	1,211.85	439.77	1,524.53	763.82	501.91	629.52	821.76	673.95	807.50	1,098.04	669.32	636.89	9,779.86
Real Estate and Rental and Leasing	2,696.58	2,500.18	2,488.61	2,945.87	3,278.78	2,954.21	2,594.15	2,012.46	2,760.92	2,601.60	2,566.33	3,675.74	32,165.43
Professional, Scientific and Technical Services	3,613.01	4,247.79	3,941.57	3,736.08	4,492.10	10,077.51	4,045.30	4,265.52	4,113.84	3,930.89	5,877.95	6,454.38	58,795.94
Management of Companies & Enterprises													0%
Admin and Support, Waste Mgt and Remed	1,064.50	914.70	1,286.49	564.80	1,195.25	679.90	1,783.93	3,029.74	1,722.60	1,241.11	2,083.57	1,325.39	16,891.98
Educational Services	4.83	39.94	5.83		44.90	3.30	83.92	5.72	26.02	29.43	33.10	6.38	283.37
Health Care and Social Assistance	6,928.58	49,899.36	7,683.73	8,741.23	5,483.29	8,326.66	6,832.06	5,990.44	10,588.85	8,098.54	10,927.70	7,155.98	137,656.42
Arts, Entertainment and Recreation		367.64			272.60	329.28		182.25	499.99	321.43		148.65	2,121.84
Accommodation and Food Services	33,610.18	36,486.48	32,680.40	30,402.36	26,702.09	28,202.38	24,281.21	25,254.81	21,890.15	19,081.64	25,040.86	18,370.26	322,002.82
Other Services (except Public Admin)	18,441.80	18,683.75	17,871.74	20,829.69	18,532.24	17,671.02	17,722.22	16,819.85	16,367.18	17,675.97	16,582.08	15,951.41	213,148.95
Unclassified Establishments	1,001.19	1,619.64	865.33	988.34	662.62	514.77	2,278.32	1,813.15	10,600.41	1,706.66	166.46	655.41	22,872.50
Food Distribution	19,362.32	19,073.16	22,729.14	18,498.25	18,866.79	19,968.79	17,644.91	18,405.32	19,120.97	16,870.50	23,837.35	23,306.01	237,683.42
Medical Distribution	460.16	64.25	766.51	344.06	488.99	59.87	92.96	770.86	253.69	358.72	704.74	327.43	4,689.24
Administrative Charges	(6,016.20)	(6,415.04)	(5,248.59)	(5,277.09)	(5,292.02)	(5,479.48)	(4,926.91)	(6,323.19)	(5,476.86)	(4,550.72)	(5,772.93)	(5,199.40)	(67,978.43)
H.B. 6			3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	3,292.94	32,929.40
Totals	179,097.25	250,509.29	196,493.36	192,761.03	193,757.33	200,491.08	180,334.29	226,918.99	189,752.61	167,658.96	214,482.89	195,040.38	2,397,307.46
													100%

County Share GRT General Fund

	2014	2015	2016	2017	2018	2019	2020	Balance	7 Year Ave
July	36,111.30	31,125.71	28,385.58	29,360.63	31,222.38	36,150.28	30,843.85	30,843.85	85%
August	32,590.59	29,552.15	59,624.70	38,517.19	67,877.82	40,946.96	43,732.15	40,946.96	97%
September	29,041.97	38,544.17	33,938.55	38,840.54	98,199.74	44,702.54	33,257.67	107,893.67	89%
October	40,213.79	137,957.65	129,646.85	139,231.97	139,231.97	36,272.81	158,072.99	140,444.65	89%
November	39,303.53	177,261.18	34,928.37	164,575.22	33,855.34	163,206.03	32,650.98	33,758.41	92%
December	29,563.54	206,824.72	28,273.18	182,020.40	203,068.27	47,109.94	306,989.71	206,989.71	88%
January	24,436.71	231,261.43	26,596.43	208,616.83	236,796.42	30,015.00	30,403.33	237,392.78	88%
February	30,488.72	261,750.15	28,578.34	246,835.84	270,917.38	30,015.00	38,016.21	275,408.99	90%
March	24,287.73	285,037.88	20,690.77	267,528.61	300,167.48	28,251.75	33,559.94	308,968.93	93%
April	26,695.82	212,733.70	25,682.89	292,554.10	328,376.19	27,591.83	28,227.19	337,196.12	93%
May	29,917.63	342,651.33	30,782.24	323,336.34	361,937.80	31,033.19	36,032.96	373,228.08	95%
June	30,379.31	373,030.64	26,977.75	350,314.09	391,384.02	34,373.34	427,950.60	406,080.95	95%

County Share
Indigent Fund
General Fund

57,490.78
24,638.91
32,851.87

County Indigent Fund

	2014	2015	2016	2017	2018	2019	2020	Balance	7 Year Ave
July	27,063.48	23,344.29	21,289.19	22,020.47	23,416.79	27,112.71	23,132.89	23,132.89	85%
August	24,442.94	51,526.42	44,718.53	50,908.36	24,515.38	30,710.22	32,844.12	56,977.01	97%
September	21,781.48	73,307.90	25,003.91	69,722.44	73,649.81	33,526.91	24,943.26	80,920.27	89%
October	30,160.35	103,466.25	23,525.75	93,248.19	104,423.97	27,204.61	118,554.45	105,333.50	89%
November	29,477.64	129,945.89	123,431.43	115,310.42	25,391.51	22,115.72	24,492.54	129,826.04	92%
December	18,327.53	155,118.55	145,194.58	136,515.30	21,238.10	35,332.45	25,416.25	178,044.29	88%
January	22,866.54	173,446.08	18,498.56	163,693.14	177,597.30	22,511.25	22,802.31	178,044.29	90%
February	18,312.82	196,312.82	185,126.80	178,041.23	203,188.02	30,080.52	28,512.15	296,566.75	90%
March	18,215.80	214,528.42	15,518.07	200,644.97	225,125.59	21,188.82	25,169.95	231,726.70	93%
April	20,021.86	234,550.23	19,262.16	219,415.55	206,933.87	21,622.64	21,170.39	252,897.09	93%
May	22,438.23	256,988.51	23,086.68	242,502.23	27,889.96	23,274.69	27,024.72	279,921.81	95%
June	22,784.48	279,772.99	20,233.31	262,735.54	24,454.90	25,780.00	24,638.91	304,560.72	95%

County Correctional

	2014	2015	2016	2017	2018	2019	2020	Balance	7 Year Ave
July	18,050.38	15,562.69	14,191.28	14,679.12	15,610.77	18,074.56	15,421.24	15,421.24	85%
August	16,294.54	34,344.92	15,610.66	33,937.11	16,342.34	20,473.48	38,548.04	37,317.07	97%
September	14,516.66	48,861.58	16,667.10	46,469.04	17,144.43	22,343.49	16,629.38	53,946.45	89%
October	20,089.91	68,951.49	19,226.53	64,766.34	64,672.19	18,135.49	79,027.02	70,221.88	89%
November	19,647.15	88,598.64	16,770.03	81,536.37	16,926.86	14,742.96	93,769.98	86,549.50	92%
December	14,777.02	103,375.66	14,122.43	96,029.46	101,527.10	23,539.34	16,944.26	103,493.76	88%
January	12,218.28	115,893.94	13,298.07	103,409.00	14,652.76	15,003.91	132,313.23	118,695.31	90%
February	15,243.00	130,836.94	14,383.92	117,792.92	135,449.47	20,054.65	15,012.42	137,707.73	90%
March	12,143.05	142,979.99	10,338.51	132,631.81	150,072.52	14,125.43	16,779.15	154,496.88	93%
April	13,335.45	156,315.44	12,841.19	144,489.72	13,780.37	14,412.88	14,105.19	168,592.07	93%
May	14,940.42	171,255.56	15,387.37	160,760.37	18,588.74	15,500.63	18,015.51	186,607.68	95%
June	15,204.48	186,460.84	13,487.46	174,227.83	16,287.49	17,135.69	16,448.59	203,066.17	95%

Special County Hospital	0.1250							Balance	2019	Balance	2019	Balance	2019	Balance	7 Year Ave
	2014	2015	2016	2017	2018	2019	2020								
July	18,017.31	15,546.65	14,161.52	14,556.98	14,656.98	15,597.65	15,597.66	18,074.96	18,074.96	15,410.98	15,410.98	15,410.98	15,410.98	85%	15,926.58
August	16,255.25	14,710.73	15,604.28	19,251.53	33,906.51	16,336.23	31,933.89	20,473.49	38,548.45	21,883.43	37,294.41	21,883.43	37,294.41	97%	17,787.85
September	14,486.29	49,489.79	46,418.91	17,912.87	50,855.63	17,140.28	49,074.17	22,307.18	60,855.63	16,220.55	53,914.46	16,220.55	53,914.46	89%	17,761.76
October	20,066.20	68,825.05	15,187.94	64,677.73	16,633.11	62,092.41	64,841.22	18,133.76	78,989.39	16,220.55	70,175.01	16,220.55	70,175.01	89%	16,948.67
November	19,587.10	88,382.15	16,909.88	81,587.61	13,968.58	76,060.99	87,823.04	18,920.10	81,587.32	16,322.10	86,497.11	16,322.10	86,497.11	92%	16,664.64
December	14,752.17	103,134.32	14,494.60	96,072.21	14,115.27	90,176.26	101,425.93	14,144.33	95,705.65	16,935.89	103,433.00	16,935.89	103,433.00	88%	15,938.65
January	12,201.05	115,335.37	12,321.01	108,393.22	13,287.15	103,463.41	16,844.60	110,352.92	15,002.82	15,194.35	118,627.35	15,194.35	118,627.35	90%	14,214.04
February	15,203.22	130,538.68	14,276.80	122,670.02	14,372.40	117,835.51	15,844.60	125,740.67	20,044.07	19,001.94	137,629.29	19,001.94	137,629.29	90%	16,474.62
March	12,137.50	142,676.08	10,308.78	132,979.79	14,714.69	132,550.50	14,936.33	149,912.01	15,387.75	16,601.36	154,389.65	16,601.36	154,389.65	93%	13,956.94
April	13,336.81	156,012.90	14,484.87	144,381.22	12,830.72	145,381.22	14,086.17	163,998.18	13,787.86	14,407.39	180,623.78	14,407.39	180,623.78	93%	13,436.16
May	14,920.03	170,932.93	14,616.13	159,101.00	15,360.01	160,741.23	16,760.76	180,758.94	15,498.52	16,006.90	186,495.62	16,006.90	186,495.62	95%	16,249.81
June	15,187.23	186,120.16	15,405.94	174,506.94	13,500.77	174,242.00	14,712.68	189,445.76	17,139.46	16,434.28	202,929.90	16,434.28	202,929.90	95%	15,522.89

Total County Hos 82,171.40
Special Hospital 16,434.28
Local Hospital 65,737.12

Local County Hospital	0.5000							Balance	2019	Balance	2019	Balance	2019	Balance	7 Year Ave
	2014	2015	2016	2017	2018	2019	2020								
July	72,069.25	62,186.60	56,726.07	58,627.94	62,390.65	62,390.65	62,390.65	72,299.86	72,299.86	61,643.94	61,643.94	61,643.94	61,643.94	85%	63,706.33
August	65,021.00	137,090.25	62,417.13	119,143.20	77,006.14	135,634.08	65,344.90	81,893.97	154,193.83	87,533.73	149,177.67	87,533.73	149,177.67	97%	71,151.40
September	57,945.14	195,035.39	66,532.46	185,675.66	71,551.90	207,285.98	68,561.13	89,228.72	243,422.55	66,480.22	215,657.89	66,480.22	215,657.89	89%	71,047.03
October	80,264.82	275,300.21	60,751.78	248,369.67	62,694.01	278,292.63	258,564.90	72,535.04	315,957.88	65,042.21	280,700.10	65,042.21	280,700.10	89%	67,794.68
November	76,228.42	353,528.63	67,639.52	326,350.45	55,874.30	304,243.97	326,245.28	58,989.21	374,856.80	65,288.42	345,988.52	65,288.42	345,988.52	92%	66,658.55
December	59,008.70	412,537.33	57,938.38	384,288.83	56,461.10	360,705.07	405,703.79	56,577.33	468,998.54	67,743.58	413,732.10	67,743.58	413,732.10	88%	63,754.63
January	48,804.22	461,341.55	49,284.06	433,572.89	53,148.62	471,853.69	67,378.40	60,011.26	529,009.80	60,777.39	474,509.49	60,777.39	474,509.49	90%	56,856.14
February	60,812.87	522,154.42	57,107.18	490,680.07	57,489.61	413,343.30	68,144.60	80,176.27	609,186.07	76,007.76	550,517.25	76,007.76	550,517.25	90%	65,898.47
March	48,550.01	570,704.43	51,239.06	531,919.13	56,856.77	530,202.07	58,421.31	56,479.50	665,666.57	67,041.43	617,588.68	67,041.43	617,588.68	93%	55,827.77
April	53,347.24	624,051.67	46,020.34	577,939.47	51,322.88	581,524.95	65,344.67	57,629.57	723,295.14	56,396.27	673,954.95	56,396.27	673,954.95	93%	53,744.63
May	59,680.14	683,731.81	58,484.54	642,984.97	61,440.02	642,984.97	67,043.03	61,994.08	785,289.22	73,027.61	745,982.56	73,027.61	745,982.56	95%	64,989.23
June	60,748.92	744,480.73	61,623.77	698,027.78	54,003.07	696,968.04	58,850.73	58,557.85	853,847.07	65,737.12	811,719.58	65,737.12	811,719.58	95%	62,091.55

County Environmental	0.1250							Balance	2019	Balance	2019	Balance	2019	Balance	7 Year Ave
	2014	2015	2016	2017	2018	2019	2020								
July	2,512.33	2,017.51	1,762.79	2,664.98	2,578.96	2,578.96	2,578.96	4,057.13	4,057.13	2,188.50	2,188.50	2,188.50	2,188.50	54%	2,540.31
August	2,339.33	4,851.66	2,544.64	5,204.81	7,869.79	2,763.47	5,342.43	7,382.88	11,440.01	3,202.42	5,390.52	3,202.42	5,390.52	47%	3,629.03
September	2,308.85	5,839.06	2,515.86	6,823.29	4,476.09	9,402.55	2,395.57	8,598.02	20,038.03	2,461.80	7,852.72	2,461.80	7,852.72	39%	4,065.04
October	6,460.98	13,621.49	2,579.26	11,858.42	4,632.04	16,977.92	10,610.76	4,703.86	24,741.88	2,758.16	10,610.88	2,758.16	10,610.88	43%	3,720.47
November	7,089.09	20,710.68	2,186.72	2,927.14	19,905.06	2,657.80	13,268.56	(3,647.70)	21,094.19	2,975.72	13,586.60	2,975.72	13,586.60	64%	2,626.53
December	2,695.54	23,406.12	2,178.00	3,347.59	23,252.65	15,881.22	10,229.24	31,323.43	34,894.34	2,563.96	16,150.56	2,563.96	16,150.56	52%	3,679.89
January	2,020.36	25,426.48	1,956.86	4,020.94	27,273.59	1,916.96	17,798.18	3,570.91	34,894.34	2,437.84	18,588.40	2,437.84	18,588.40	53%	2,519.03
February	3,327.43	28,753.91	2,543.09	3,769.54	31,043.13	3,026.35	20,824.53	2,475.70	37,370.04	5,194.99	23,763.39	5,194.99	23,763.39	64%	3,212.83
March	1,904.20	30,658.11	2,174.04	2,222.25	33,265.38	2,732.78	23,657.31	2,141.85	39,511.89	3,742.19	27,525.58	3,742.19	27,525.58	70%	2,361.10
April	2,150.64	32,808.75	1,908.94	2,383.54	36,648.92	2,847.80	26,405.11	2,300.36	41,812.25	2,209.90	29,735.48	2,209.90	29,735.48	71%	2,194.81
May	2,366.37	35,175.12	2,188.24	2,669.06	38,317.98	4,298.11	30,704.22	2,086.30	43,898.55	4,147.41	33,882.89	4,147.41	33,882.89	77%	2,853.59
June	2,486.99	37,662.11	1,996.21	2,186.55	40,504.53	4,521.54	35,225.76	3,849.28	47,747.83	2,764.39	36,647.28	2,764.39	36,647.28	77%	2,802.81

County Emergency & Medical	2014		2015		2016		2017		2018		2019		2020		Balance	%
	Balance	0.2500	Balance	0.2500	Balance	0.2500	Balance	0.2500	Balance	0.2500	Balance	0.2500	Balance	0.2500		
July	173,844.05		149,783.45		162,647.62		170,921.85		181,474.04		210,002.60		182,390.19		175,866.26	87%
August	156,943.65		291,788.41		343,501.21		397,150.01		371,714.53		242,423.73		253,802.23		436,192.42	96%
September	140,080.39		480,468.34		536,024.52		607,284.14		568,171.69		264,642.50		196,493.36		632,685.78	88%
October	197,258.05		668,124.14		718,044.68		208,193.55		749,699.21		212,638.39		192,761.03		825,446.81	89%
November	193,302.93		793,536.42		882,334.40		211,033.26		946,090.98		165,224.73		193,757.33		1,019,204.14	93%
December	142,969.63		933,365.38		1,045,955.78		161,085.44		1,111,022.90		280,433.71		200,491.08		1,219,695.22	89%
January	116,008.15		1,052,166.84		1,200,469.86		197,805.12		1,280,962.87		175,206.12		180,334.29		1,400,029.51	90%
February	147,941.78		1,191,277.30		1,370,641.10		198,987.19		1,584,368.70		224,312.51		225,918.99		1,626,948.50	92%
March	117,238.29		1,312,586.95		1,638,892.79		168,431.24		1,752,799.94		164,224.02		199,752.61		1,826,701.11	94%
April	128,887.82		1,444,950.89		1,687,897.60		164,054.19		1,916,854.13		166,826.27		167,658.96		1,994,360.07	95%
May	144,262.82		1,614,549.00		1,866,077.64		196,059.57		2,013,659.72		160,774.95		214,492.89		2,208,862.96	97%
June	146,791.41		1,788,991.56		156,741.77		2,022,819.41		191,446.16		200,959.86		195,040.38		2,403,893.34	97%
Grand Total																

Breakdown	2013		2014		2015		2016		2017		2018		2019		2020		Balance	%
	Balance	0.1875	Balance	0.1875	Balance	0.1875	Balance	0.1875										
General Fund	173,844.05	12.00%	149,783.45	12.00%	162,647.62	12.00%	170,921.85	12.00%	181,474.04	12.00%	210,002.60	12.00%	182,390.19	12.00%	175,866.26	12.00%	175,866.26	87%
Paid to Co-Support Medicaid	330,787.70	4.00%	480,468.34	4.00%	536,024.52	4.00%	607,284.14	4.00%	568,171.69	4.00%	264,642.50	4.00%	196,493.36	4.00%	632,685.78	4.00%	196,493.36	96%
Indigent Fund	197,258.05	8.00%	668,124.14	8.00%	718,044.68	8.00%	208,193.55	8.00%	749,699.21	8.00%	212,638.39	8.00%	192,761.03	8.00%	825,446.81	8.00%	192,761.03	88%
Corrections Fund	193,302.93	8.00%	793,536.42	8.00%	882,334.40	8.00%	211,033.26	8.00%	946,090.98	8.00%	165,224.73	8.00%	193,757.33	8.00%	1,019,204.14	8.00%	193,757.33	89%
Environment Fund/County Only	142,969.63	40.00%	933,365.38	40.00%	1,045,955.78	40.00%	161,085.44	40.00%	1,111,022.90	40.00%	280,433.71	40.00%	200,491.08	40.00%	1,219,695.22	40.00%	200,491.08	93%
Hospital Total	116,008.15	16.00%	1,052,166.84	16.00%	1,200,469.86	16.00%	197,805.12	16.00%	1,280,962.87	16.00%	175,206.12	16.00%	180,334.29	16.00%	1,400,029.51	16.00%	180,334.29	90%
Emergency & Medical	147,941.78	100.00%	1,191,277.30	100.00%	1,370,641.10	100.00%	198,987.19	100.00%	1,584,368.70	100.00%	224,312.51	100.00%	225,918.99	100.00%	1,626,948.50	100.00%	225,918.99	92%
Total	117,238.29	100.00%	1,312,586.95	100.00%	1,638,892.79	100.00%	168,431.24	100.00%	1,752,799.94	100.00%	164,224.02	100.00%	199,752.61	100.00%	1,826,701.11	100.00%	199,752.61	94%
State	128,887.82	100.00%	1,444,950.89	100.00%	1,687,897.60	100.00%	164,054.19	100.00%	1,916,854.13	100.00%	166,826.27	100.00%	167,658.96	100.00%	1,994,360.07	100.00%	167,658.96	95%
County Total	144,262.82	100.00%	1,614,549.00	100.00%	1,866,077.64	100.00%	196,059.57	100.00%	2,013,659.72	100.00%	160,774.95	100.00%	214,492.89	100.00%	2,208,862.96	100.00%	214,492.89	97%
Medical Services	1,807,525.97	55.00%	174,442.56	55.00%	156,741.77	55.00%	2,022,819.41	55.00%	191,446.16	55.00%	200,959.86	55.00%	195,040.38	55.00%	2,403,893.34	55.00%	195,040.38	97%
Grand Total																		