



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
MAY 8, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 24, 2017

Approval/Amendment of Agenda

Request for Closed Executive Session

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

New Business

I. Quay County Commission

- Request Consideration of **Ordinance 51 - Moratorium**
- Discussion of **NEPA Consultant/Attorney**

II. Russell Shafer, Quay County Sheriff

- Presentation of the **Sheriff's Report**

III. Cheryl Simpson, Quay County Finance Director

- Request Approval of an **Audit Contract**

IV. Larry Moore, Quay County Road Superintendent

- **Road Update**

V. Richard Primrose, Quay County Manager

- Request Approval of **Department of Health MOA**
- Request Approval of **FY2016-2017 Eastern Plain Council of Governments (EPCOG) Resolution and Agreement**
- **Correspondence**



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

Pages 26



- VI. Request Approval of Accounts Payable**
- VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- VIII. Budget Work Session for Development of the FY 2017-2018 Budget**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 8, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 8th day of May, 2017 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Russell Shafer, Quay County Sheriff
Gail Houser, Tucumcari Main Street Director
Cheryl Simpson, Quay County Administrative Assistant
Vic Baum, Quay County Assessor
Warren Frost, Legal Counsel
Steve Hansen, Quay County Sun
Area residents as noted on attached list

Chairman Franklin McCasland called the meeting to order.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the April 24, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

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

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

Time noted 9:05 a.m.

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

Return to regular session. Time noted 9:40 a.m.

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

Chairman McCasland gave the floor to a group of citizens regarding the Borehole project in Nara Visa and consideration of Ordinance No. 51. The following presentations were made:

1. Cyd Wyatt presented a power point presentation while Bart Wyatt narrated the events that have led to the request of proposed Ordinance No. 51. Wyatt presented the Commissioners with 1370 petitions and other documentation opposing the borehole.
2. Erin Clements outlined the events, presentations and conversations with Marc Eckels of DOSECC Exploration during numerous public meetings. Clements stated two promises were constantly being made during these meetings and on online blogs. One being that no nuclear waste would be stored at this test site and the second was required community consent. Both of which are empty and useless at this point. Eckels had also stated a representative from the DOE would be making an official visit to inform the residents on the project. The residents have been told that won't happen for a couple more months. This is a huge concern with Phase 2 of the project beginning June 1. At which point the group feels like they will have no recourse to add input or stop the project. Clements said they have been informed that each of the four proposed exploration groups will be awarded Phase 2 project status, which lasts from June 1 through October 31. Clements explained that Phase 2 consists of permitting and drilling plans. Clements reported a Lease Agreement has already been executed by the landowners for the project dependent upon the final award of the project. Clements said they have contacted every permitting office in the State of New Mexico and none have any intentions or laws regarding this type of permitting with the exception of the project being NEPA compliant.
3. David Clements, Attorney and drafter of the presented Ordinance No. 51, explained the content and foundation of the Ordinance he created and why he believes it's the only solution to stop this project. Clements stated he believes there is an absence of law regarding this topic at the State and Federal levels. He said the County has the ability to pass law through an Ordinance. Clements said if it's not stopped now, the Federal Supremacy laws will kick in and the citizens will not have recourse when the project moves into Phase 2.
4. Tonya Perez, along with several small children asked the Commissioners to protect the interest of the future of the youth of Quay County by adopting Ordinance No. 51.
5. T. J. Smith, business owner and resident of Logan addressed the Commissioners regarding the legacy they choose to leave for future generations and responsibility they each have to protect the environment and future of Quay County by adopting Ordinance No. 51.
6. Jay Cammack stated the residents of Quay County and Nara Visa did not ask for or support this project from inception. Cammack said he believes everyone is trying to

handle the situation in a professional manner and encouraged the Commissioners to support Ordinance No. 51.

7. Jimmy Valentine said he believes the proposed initial site may very well not be intended for nuclear waste. He absolutely believes if the borehole is successful it will certainly lead to a nuclear waste repository in Nara Visa.
8. Tom Sidwell said history will repeat itself and encouraged those to remember the White Sands Rangers. The Federal Government came in and leased those lands and promised the lands would be returned after the war. Sidwell said this is another example of distrust in government. Sidwell also said he thinks one avenue of the Commissioners should explore is requiring "Cooperating Agency Status" and coordinate their efforts with NEPA and utilize the Quay County Land Use Plan as leverage.

Chairman McCasland asked Warren Frost, legal counsel for Quay County to address the issues of Ordinance No. 51. Frost said he is in full favor of doing what is legally authoritative of the Quay County Commission to bring a halt to this project. Frost said it is his legal opinion that Quay County does not have the authority to pass and enforce the Ordinance being presented. Frost said he does not think the Ordinance will have any impact at all, except future litigation for Quay County.

Commissioner Cherry said he has previously asked if an Ordinance to prohibit storing of nuclear waste in Quay County would be more effective. Cherry said he was informed that Federal and State law already addressed those issues with law so an Ordinance from a County is not an effective tool.

Commissioner Dowell thanked the citizens for work they have completed as well as their compassion, care and protection of Quay County. Dowell said she remains one hundred percent against this borehole for numerous reasons and appreciates each and every person present.

Chairman McCasland echoed Commissioner Dowell's comments. McCasland stated they are required to do their due diligence on behalf of all of Quay County. McCasland said he does not support this research project and it's not just a scientific project. McCasland believes this project is politically driven by the Federal Government. The Chairman stated the four locations that have been chosen are rural, economically depressed, sparsely populated locations. McCasland said he has spoken to the Commissioners in North Dakota that were recently faced with a similar issue. McCasland said he wants to protect Quay County first and foremost, but the process must be done right and legally.

Commissioner Cherry informed those in attendance that the Commissioners have sought out the legal advisement of the New Mexico Association of Counties Risk Management attorney who advised the Board not to adopt the proposed Ordinance. Commissioner Cherry made a Motion to not approve Ordinance No. 51.

Commissioner Dowell asked for clarification of Cherry's motion. Ellen White Quay County Clerk advised the Commissioners that action on adopting Ordinance No. 51 cannot take place at the first reading of a proposed Ordinance. White explained after the first reading, the entire Ordinance must be published in the newspaper for the general public and followed by a public

hearing after a period of two weeks has lapsed. At which time, the Ordinance could be approved following the public hearing. White also explained that an Ordinance does not become effective until 30 days after the vote to enact it has lapsed. A special provision can be included requiring one to become effective immediately if the Ordinance contains an emergency clause.

A MOTION was made by Mike Cherry and SECONDED by Franklin McCasland to not pursue the legal process to adopt Ordinance No. 51. Commissioner Dowell asked the people not to feel like the Commissioners weren't supporting them. Chairman McCasland asked the Clerk to call roll for a vote. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Warren Frost, legal counsel for Quay County presented information regarding the possibility of the County hiring a NEPA Consultant/Attorney. Frost said anytime the Federal Government spends money on a project, they are required to follow the National Environmental Policy Act (NEPA). NEPA requires the Federal Government to go through a process which identifies the extent of environmental and social impact on the community involved. Frost said the process is these agencies are required to participate in an Environmental Assessment and an Environmental Impact process. The Assessment process is a short form version of the Impact process. The Assessments are used to show no potential impact to the area which allows a project to move forward without the lengthy Impact Report, which could take several years to complete. Frost said one legitimate concern that needs addressed in an Impact Report would be the security of the ground water.

Frost said if it is the desire of the Board to continue their efforts to fight this project, they need to demand an Environmental Impact Study. Frost reiterated the time involved in a study of this magnitude. Frost said if the other proposed locations are not requiring this study it could deter the DOE from Quay County based on the time involved. Secondly, Frost said if the proper input is provided by Quay County for the Assessment, the County has a basis under federal law to challenge the fact they haven't conducted a proper Environmental Study.

Frost said there are numerous environmental consulting agencies and lawyers whose jobs revolve around evaluating these assessments and NEPA requirements. Frost said he believes there are as many as a dozen to fifteen significant issues under these requirements that the proper agency could identify and properly represent Quay County to pursue fighting this borehole project through this process.

Frost said one of the DOE requirements is that they are as far away as possible from oil and gas exploration when drilling a borehole. Frost said the fact Quay County has CO2 wells all over that area and the companies that own those million dollar wells need to be advised of this potential project.

Frost said he has located a company that is worldwide and has a branch in the Denver area by the name of AECOM. Frost said this company comes highly recommended for this type of consulting. Frost said this could easily cost the county between \$10,000.00 and \$20,000.00. Frost said if Quay County shows they are willing to spend a significant amount of money to demonstrate our opposition and requirement of these studies, the DOE may walk away from

Quay County. Frost said he may be naïve to believe they could hire a firm for \$20,000.00 but expects it wouldn't be more than \$40,000.00.

Frost said his recommendation is to find a firm, set a budget, gather the facts, ask some of the main players from Nara Visa to join the Commissioners and host a meeting to determine how a consulting firm could assist Quay County.

Commissioner Dowell said she believes one of the strategies of these exploration companies is to pit residents and groups against each other. DOSECC has proven this negativity over and over by pitting neighbor against neighbor and citizens against the Board of Commissioners. Dowell said it's to their benefit to keep a community at odds against each other instead of working together. Dowell said the Commissioners are willing to help and hear their concerns. Commissioner Dowell stated she was sorry some residents didn't stay for the entire presentation and conversation regarding the hiring of a consulting firm and the benefits of it. Dowell informed those still in attendance she and the Commissioners are very much interested in sitting down at the table and getting to a reasonable plan to continue their opposition against this project. Dowell said Warren Frost and the attorneys at the NMAC, along with all Commissioners, have everyone's best interest in mind.

The Board of Commissioners agreed on the recommendation of Frost and directed Richard Primrose, County Manager to work with Frost to locate a firm, set up a work session and notify the residents in attendance today when that work session will be so everyone can bring their ideas to the table.

Chairman McCasland requested a ten minute break. Time noted 11:25 a.m.

Sheriff Russell Shafer presented the monthly report of the Sheriff's Office for the month of April. Shafer reported his department is down one officer with applications being accepted through May 19. A copy of the report is attached.

Shafer reported he recently attended the NMAC Board of Directors meeting on behalf of Mike Cherry. Shafer stated the focal point of the meeting was to determine the direction of the Board for the upcoming year regarding pursuing legislation and prioritizing Bills.

Commissioner Dowell asked Shafer about the process his department will have regarding the implementation of the state law requiring the officers to administer Narcan to victims of a heroin overdose. Shafer said he has a policy ready but is still working with different agencies regarding the logistics.

Chairman McCasland asked if the County would be liable for administering this drug to someone who was not suffering from a heroin overdose. Shafer stated Narcan has no side effects on someone not in a heroin induced overdose. Shafer explained this will be a nasal spray and officers will not be injecting anyone.

Cheryl Simpson, Quay County Finance Director requested approval of the Audit Contract between Quay County and RPC CPAs + Consultants, LLP for fiscal year 2017. A MOTION

was made by Mike Cherry, SECONDED by Sue Dowell to approve the Contract as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of this Contract is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent, gave the following report:

1. Moore, along with Primrose met with the contractor and engineer for the Quay Road 63 project Phase I. The Construction Contract and Modification Change Agreements 3 and 4 were signed. The Work Order and Notice to Proceed will be signed today. The time frame for this job is May 17 through July 16, 2017. Signs, barrels and lights for traffic control are being gathered for this project as the County Road Department will be handling the traffic control portion for the project.
2. A list of roads has been selected for the annual Road Certification process with the State. 111 miles have been randomly chosen for certification.
3. Blades have been running countywide with the recent moisture. Blade reports were presented. Potholes are also being repaired throughout the area.
4. Crews are hauling material to the Coop Project on Quay Road 42. Upon completion of Quay Road 42, work will begin on Quay Road U. This will finish up the current year's projects for the Cooperative Agreements.
5. Moore attended the RPO meeting held in Eagles Nest. The LGRF training was held at that time and instructed by District 4 Coordinator, John Herrera.
6. Moore, along with Chairman McCasland met with the Deputy Secretary of Transportation, Anthony Lujan, in Santa Fe last week. Plans for his attendance at the NMAC Summer Conference were finalized. Moore encouraged the Commissioners to attend the Public Works Affiliate meeting during Lujan's presentation.
7. Moore reported he is still working with NMDOT in an effort to obtain millings for Quay County.
8. Moore reported he is in contact with Tom Bruhn and Donald Carter to set up a meeting regarding their issues and problems on a county road.

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

1. Memorandum of Agreement between New Mexico Department of Health and Quay County regarding the Tucumcari Health Office located at 310 S. Second Street. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.
2. Resolution No. 44 and Agreement of Quay County regarding participation in the programs of the Eastern Plains Council of Governments for the fiscal year 2017-2018. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Resolution/Agreement. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of this document is attached to these minutes.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Reports ending May 4, 2017. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

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

Commissioner Cherry congratulated the area schools for their success at the New Mexico State Track and Field Meet.

Chairman McCasland request a recess until 1:00 p.m. when the Budget Workshop will be held. Time noted: 11:55 a.m.

Return to session. Time noted 1:00 p.m.

-----BUDGET WORKSHOP-----

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 1:55 p.m.

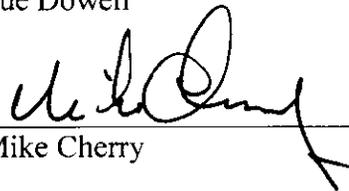
Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

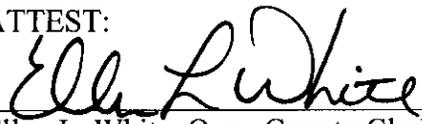


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, Quay County Clerk

Sign - In - Please Print

~~John~~ TS Smith

~~Adolph D Miera~~

Robert E. Mills

Lucy Ward

Linda Cammack

Jay Cammack

Core Pearl Stroud

Matalina Smith

James Rucistone

Yencei Rucistone

~~John Slater~~

Sherry Slater

~~Tom Miller~~

Maretha J Miller

~~Barb Wyatt~~

John Cammack

~~Jana Lee~~

~~Barb Wyatt~~

TONYA PORR

Andrea Alford

Rogers Alford

Jimmy Valentino

Mara Humble - MARCIA Humble

Ward FL Kord

Carl Stewart

Vernon Reed

Hallie Belle Bogart

Deanne Osbourn

Barbara Copeland

Clifford Copeland

William Egerton

Margie Egerton

Dary Dirard

Stuart K. Blane

ERIN CLEMENTS

Roland Clements

Eleanor Clements

Cheryl Simpson

David Clements

Marsha Valenon

JAN L. OBERT

April 30, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	82
May	0
June	0
July	0
August	0
September	0
October	0
November	0
December	0

Civil Process

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

Prisoner Transports

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

Arrest

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

Citations

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

Traffic Stops

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

	Year	Total Mileage
Seven full time Law Enforcement Officer's positions.	Q-1 16 UNIT -7213	12124
1 Sheriff	Q-2 16 UNIT -6749	55837
1 Under Sheriff	Q-3 10 UNIT -8905	69687
4 Deputies	Q-4 10 UNIT -3120	107754
	Q-6 14 UNIT -0262	23807
	Q-7 13 UNIT -7693	116428

Russell Shafer, Sheriff

Contract No.

STATE OF NEW MEXICO AUDIT CONTRACT

Quay County

hereinafter referred to as the "Agency," and

RPC CPAs + Consultants, LLP

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year 2017 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act and the Audit Rule (NMAC Section 2.2.2.1 et seq.).

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before the deadline set forth for the Agency in NMAC Section 2.2.2.9:
1. an organized, bound and paginated hard copy of the Agency's audit report for review;
 2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
 3. a copy of the completed State Auditor Report Review Guide available at www.osanm.org;
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency.
- D. Pursuant to NMAC Section 2.2.2.10, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, Vendor Schedule, Fund Balances, and any GASB 77 data (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver 5 copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in Section 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed \$33,000.00 plus applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	<u>\$25,850.00</u>
(2) Federal single audit	<u>\$0.00</u>
(3) Financial statement preparation	<u>\$7,150.00</u>
(4) Other nonaudit services, such as depreciation schedule updates	<u>\$0.00</u>
(5) Other (i.e., component units, specifically identified)	<u>\$0.00</u>

Total Compensation = \$33,000.00 plus applicable gross receipts tax

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.
- E. The State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.
4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

- A. This Contract may be terminated:
1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
 2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
 3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
 4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.
- B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.
- C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.
- D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. **RELEASE**

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. **CONFIDENTIALITY**

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. **PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE**

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report (CAFR) and that the Contractor's audit report may be relied upon during the audit of the statewide CAFR, if applicable. However, DFA should not provide to any third party, other than the CAFR auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. **CONFLICT OF INTEREST**

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. **INDEPENDENCE**

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. **AMENDMENT**

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. **MERGER**

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.10, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. **AGENCY BOOKS AND RECORDS**

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. **PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. **EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. **WORKING PAPERS**

- A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.
- B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. **DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Benjamin Martinez**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. **INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. **OTHER PROVISIONS**

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

Quay County

RPC CPAs + Consultants, LLP

PRINTED NAME: Franklin McLaskand
SIGNATURE: *Franklin McLaskand*
TITLE: Commission Chair
DATE: 5/8/2017

PRINTED NAME: Alan D. Bowers, Jr.
SIGNATURE: *Alan D. Bowers, Jr.*
TITLE: Partner
DATE: 4/27/2017



State Auditor Contract No. 17-5020

MEMORANDUM OF AGREEMENT
between
NEW MEXICO DEPARTMENT OF HEALTH
and
QUAY COUNTY

This Agreement entered into between **New Mexico Department of Health (DOH)** and **Quay County Government**, the entity providing services (Entity), collectively referred to as "the Parties", hereinafter.

IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of this agreement is to provide janitorial duties by County including equipment and supplies necessary to clean the Tuumcari Health Office located at 310 S. Second St., Tuumcari, NM.

2. SCOPE OF WORK

The Entity shall perform the following janitorial services at the Tuumcari Health Office located at 310 Second Street, Tuumcari, NM.

- A. Perform the following tasks on a daily basis:
 - 1. Sweep all floors and mop as needed. Vacuum entry carpet mats.
 - 2. Empty all waste baskets and dispose of trash.
 - 3. Dust all desk tops, counters, tables, window sills, and other furniture.
 - 4. Clean bathroom and exam room sinks wash basins, exam tables, toilets, mirrors, and mop floors in bathrooms.
 - 5. Wipe and clean all chairs as needed.

- B. Perform the following work as determined necessary by the Office Nurse Manager:
 - 1. Replenish paper goods and soap in toilet and towel dispensers.
 - 2. Shovel and clear snow and/or ice from all entrances & walkways before 8:00 am.
 - 3. Sweep outside entries.
 - 4. Mop all tile floors weekly and as needed.
 - 5. Wipe/clean all mini blinds.
 - 6. Wash all windows inside and outside including front and back entrances.
 - 7. Vacuum air conditioner ducts and vents.
 - 8. Wax and buff all floors two times a year and buff as needed.
 - 9. The contractor agrees to supply all labor, supplies, equipment and other materials necessary to perform the janitorial services. This includes but is not limited to waxes or wax-like protective coatings, cleaning agents, vacuum cleaners, scrubbing machines, buffers, dust mops, brooms and brushes.
 - 10. The contractor agrees to furnish all hand soap, light bulbs sanitary blocks and trash bags in all rooms and hallways as necessary.

C. **Performance Measures:**

Entity shall substantially perform the following Performance Measures: Through satisfactory completion of the Scope of Work set forth above, Entity will assist the DOH to meet the portions of its 2018 Strategic Plan that relate to the DOH's mission to prevent, protect, provide, promote, and partner to improve health services systems and assure that critical public health functions and safety net services are available.

- i. Quay County residents. Potential residents are 9,041.
- ii. Monday — Friday (5 days per week) provide janitorial services as stated in Scope of Work.
- iii. Janitorial services/scope of work will be met successfully.
- iv. Quay County residents will have access to clean public health facilities.

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed (\$36,720.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of \$765.00 per month, such compensation not to exceed \$36,720.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not

incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. PROPERTY

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. CLIENT RECORDS AND CONFIDENTIALITY

A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

B. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

7. FUNDS ACCOUNTABILITY

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. LIABILITY

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's

sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.*

10. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2022** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.

A. Lobbying.

The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of

any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment.

For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Political Activity.

No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

D. Grantor and Entity Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - ii. Program Title – N/A
 - iii. AGENCY/OFFICE – N/A
 - iv. GRANT NUMBER – N/A
2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) – N/A

E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013).

1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for an contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - I. For contracts which involve the expenditure of Federal funds, and under which the Entity is considered a subrecipient, the provisions of Appendix A shall apply and are incorporated herein. The operating code of this agreement is 0000000005.

IN WITNESS WHEREOF the parties have executed this Memorandum of Agreement at Santa Fe, New Mexico. **The effective date is upon approval of both parties, whichever is later.**

NEW MEXICO DEPARTMENT OF HEALTH

QUAY COUNTY

By: _____
Authorized Signature Designee

By: Franklin McClellan

Date: _____

Date: May 9, 2017

Title: _____

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

By: _____

Date: _____

Date: _____

Resolution No. 44
RESOLUTION AND AGREEMENT
OF
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2017-2018

WHEREAS the County of Quay (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG"):

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

- a. Implement the work program as established by the EPCOG Board of Directors for the 2017-2018 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNEMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

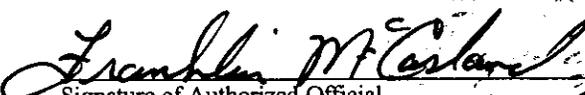
- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2017 and ending June 30, 2018.
- c. The MEMBER hereby appoints _____ as their designated representative and _____ as alternate.

NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:


Clerk or other Authorized Official

MEMBER GOVERNMENT


Signature of Authorized Official

ATTESTATION:


Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS


Executive Director

