



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
MAY 10, 2021**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 26, 2021

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Introduction of **Michelle Dean, Certified Nurse Practitioner (CNP)**
 - Presentation of **RPHCA Monthly Reports**
- II. Patrick Vanderpool, Greater Tucumcari Economic Development Corporation, Executive Director**
 - **Greater Tucumcari Economic Development Corporation Update**
- III. Aric Costa, USDA Wildlife Specialist**
 - **Discussion of USDA and Update**
- IV. Russell Shafer, Quay County Sheriff**
 - **Discussion of Overtime Pay Policy Amendment Request for Grant Overtime**
- V. Larry Moore, Quay County Road Superintendent**
 - Request Approval of **Amendment to Owner – Engineer Fee Proposal**
 - **Amendment #1 - Quay County Low Water Crossings at Bridges 1625 and 1042**
 - **Road Update**
- VI. Daniel Zamora, Quay County Manager**
 - **Correspondence**



DOC #CM-00509

05/25/2021 08:47 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Pages: 29
Ellen White - County Clerk, County Clerk



VII. Request Approval of Accounts Payable

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

IX. 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
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters
- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

X. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

XI. Daniel Zamora, Quay County Manager

- Request Approval of Professional Services Agreement

Adjourn

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 10 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day of May, 2021 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
Robert Lopez, Member
Jerri Rush, Member
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
C. Renee Hayoz, Presbyterian Medical Services Administrator
Michelle Dean, Presbyterian Medical Services, CNP
Patrick Vanderpool, Greater Tucumcari Economic Development Executive Director
Aric Costa, NMDA Wildlife Specialist
Russell Shafer, Quay County Sheriff
Lucas Bugg, Quay County Fire Marshal
Richard Primrose, Retired County Manager
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Aric Costa led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the April 26, 2021 regular session minutes as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the Agenda. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments:

Janie Hoffman, Quay County Assessor and NMC Board Member, gave the following update from the Board Meeting held Friday, May 7, 2021:

- September 16, Gathering of the Counties will be held at the NM State Fair
- NMC will host a hybrid Annual Conference September 21-23, the location is yet to be determined as RFP's are being distributed to all 33 Counties this week to host the event.
- The Equipment Rodeo will be held in conjunction with the conference in September.
- Election of Officers for NMC will be held at its normal time in June, as the bylaws require.

NEW BUSINESS:

Renee Hayoz, Presbyterian Medical Services, Administrator, introduced Michelle Dean. Dean is the newest Certified Nurse Practitioner for the Clinic. Hayoz provided copies of the monthly RPHCA Report. Hayoz reported vaccinations for Covid-19 continue, however the demand for the shot is decreasing rapidly in our area. Hayoz stated the Clinic has also hired an additional Medical Assistant and selected a Behavioral Health Interventionist, who should be on board soon.

Patrick Vanderpool, Greater Tucumcari Economic Development Executive Director, provided a report that included the following topics:

- Provided a copy of the local Marketing Brochure, and strategies
- Provided Workforce Data
- Distributed CREATE BRIDGES (Celebrating Retail, Accommodations, Tourism and Entertainment by Building Rural Innovations and Developing Growth Economies) forms. Stating these forms are being used to assist businesses with recruitment and retention.
- Status of LEDA funding
- Discussion of Cannabis

Aric Costa, NMDA Wildlife Specialist, provided a report of activity for the time period July 1, 2020 through May, 2021. In addition to the report, a letter was presented from Jon Grant, USDA District Supervisor requesting continued financial support from Quay County in the amount of \$40,250.00. Chairman McCasland asked Mr. Costa to have Mr. Grant contact Daniel Zamora and explain the increase. McCasland stated this request is an increase of 14.7% and he wants to know what portion other counties pay into the program that Costa serves. No formal action was taken on the letter of request.

Russell Shafer, Quay County Sheriff, requested an amendment to the Quay County Personnel Policy to allow for deputies to receive overtime pay from the Buckle Up Grants, and other Public Safety Grants, when their 80 hours of regular pay has not been met for the time period due to various forms of leave. Chairman McCasland instructed Zamora to get a legal opinion of the request. A copy of the letter of request is attached to these minutes.

Larry Moore, Quay County Road Superintendent, requested approval of the following items and provided the road updates:

1. Requested approval of Amendment No. 1; 18171074l, Quay County Low Water Crossings at Bridges 1625 & 1042 including additional engineering services totaling \$40,011.82. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Amendment.

MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

2. Reported the application for Bridge 1041 has been approved and will be reviewed by NMDOT District 4 for any additional guidelines or requests. Following their approval, the RTPO will discuss projects that have been submitted on June 1. Ranking of the projects will follow on June 8. The selection process should occur around September 1.
3. Hauling has been completed on 1 mile of caliche on Quay Road O with 2 mile of hauling millings remaining to close out that road project.
4. 111 miles of county road will be compared and verified to our annual Road Certification later this month with someone from the State Department of Transportation.
5. Blade Reports were distributed.
6. Concerns regarding Quay Road AE and Quay Road 40 between AC and AD, by Commissioner Rush will be looked at this week as time allows.

Chairman McCasland asked Moore how his labor workforce is at the Road Department. Moore reported they are down 5 employees.

Quay County Manager, Daniel Zamora presented the following items of correspondence:

1. Letter from the NM Secretary of State regarding Redistricting. Ellen White, Quay County Clerk reported there is nothing the Commissioners need to do at this time. White said none of the Precincts in Quay County exceeded the 750-voter threshold that would require splitting. Other items that may arise as a result of the 2020 Census Data will not be addressed until later this year or early next year.
2. Provided an overview of the recently attended NM Cattle Growers meeting held Saturday, May 7th.

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending May 7, 2021. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

Chairman McCasland requested a ten-minute recess. Time noted 10:10 a.m.
Return to regular session. Time noted 10:20 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7 for Threatened or Pending Litigation.
- Section 10-15-1(H)2 for Limited Personnel Matters.
- Section 10-15-1(H)8 for Discussion or Purchase, Acquisition or Disposal of Real Property or Water Rights.

MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Time noted 10:21 a.m.

---Executive Session---

Return to regular session. Time noted 11:45 a.m.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez that only the items listed above were discussed in Executive Session. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".


Chairman McCasland stated there is no action as a result of Executive Session.

County Manager, Daniel Zamora, requested approval of Professional Services Agreement between Quay County and Richard Primrose. A MOTION was made Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

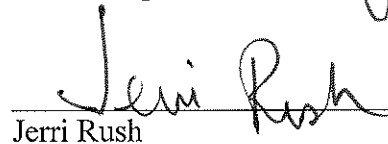
There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:55 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

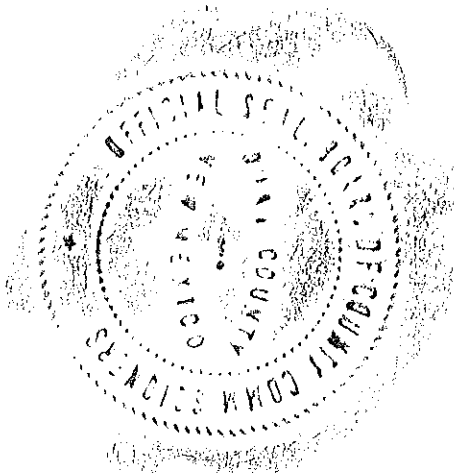

Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



Clinic/Program Name: Quay County Family Health Center
Month Reported: April 2021

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**
Video, Telephonic and Face to Face visits are still being offered.
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**
Transportation issues with the elderly.
3. **Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**
Encounters for short for the month. We now have 2 providers, however, our new Provider is still in the ramping up phase of gaining new patients. We have also been conducting several massive COVID events at the Tucumcari Convention Center and at the PMS QCFHC
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**
Now posting for a new MA. When fully staffed we will be at 3 FT MAs and continued efforts to hire a BH Interventionist. Candidates have been selected for both positions and they are now in the early phases of getting hired.
5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**
Medical Assistant and BH Interventionist through FB pages, PMS advertising.
6. **Were there any changes to the hours? Explain.**
No changes were made. Clinic 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 via Zoom
 - Massive COVID Vaccination Event held on 4/9/21 held at the Tucumcari Convention Center. The event was held with the assistance of the Quay Co Emergency Manager, City of Tucumcari, Quay Co Emergency Services.
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.
9. **Please describe the outreach activities your program and staff provided to the community during the month reported.**

COVID screenings and vaccinations are still being conducted but we have seen a major slow down in the screening.

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.**

RHPCA FY21 Funding

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

Meeting was held on March 17, 2021

Welcome and Introductions

Regional Goals

- Richard Primrose
- Dental Access
- Behavioral Health
- Advisory Board Members Engagement

Clinic Update

- Video Visits being utilized
- Televisits
- Staffing Update
- COVID Vaccine Events
- COVID Vaccines given by QCFHC

Home Visiting Update

- Enrollment Numbers
- Televisits

RPHCA Program
Monthly Level of Operations Form

revised 7/7/15

| | | | |
|---|---|-----------------------------|------------|
| Organization Name: Presbyterian Medical Services | | Contract # | 23169 |
| Reporting Site: Quay County Family Health Center | | Report Month/Year: | 04/01/21 |
| Action Plan Item | | Actual Monthly Level | |
| Level of Operations | Total Number of Primary Care Encounters | 282 | |
| | By Provider Type: | | |
| | Physician Encounters | 0 | |
| | Midlevel Practitioner Encounters | 282 | |
| | Dentist Encounters | | |
| | Dental Hygienist Encounters | | |
| | Behavioral Health Encounters | | |
| | All Other Licensed/Certified Provider Encounters | | |
| | By Payment Source: | | |
| | Sliding Fee Encounters - Medical/Behavioral Health | 19 | |
| | Sliding Fee Encounters - Dental | | |
| | Medicaid Encounters - Medical/Behavioral Health | 82 | |
| | Medicaid Encounters - Dental | | |
| | County Indigent Encounters | | |
| | Other 3 rd Party Encounters | 81 | |
| Medicare Encounters | 98 | | |
| 100% Self Pay (non-discounted/non-3 rd party) Encounters | 2 | | |
| Unduplicated Number of Users | Total # of unduplicated users | 47 | |
| | At or Below Poverty | 24 | |
| | Between Poverty and 200% of Poverty | 19 | |
| | Above 200% of Poverty | 4 | |
| Staffing Level | Administrative Staff | 3 | |
| | | Clinical FTEs | Admin FTEs |
| | Physicians | | |
| | Certified Nurse Practitioners | 2 | |
| | Physician Assistants | | |
| | Certified Nurse Midwives | | |
| | Dentists | | |
| | Dental Hygienists | | |
| | Behavioral Health Professionals | | |
| | Community Health Workers | | |
| | Clinical Support Staff | 1 | |
| 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 | 67,406 | |
| | Sliding Fee Revenues - Medical | 4,799 | |
| | Sliding Fee Revenues - Dental | 0 | |
| | Medicaid Revenues - Medical | 15,894 | |
| | Medicaid Revenues - Dental | 0 | |
| | County Indigent Fund Revenues | 0 | |
| | Other 3 rd Party Revenues | 7,932 | |
| | Medicare Revenues | 15,089 | |
| | 100% Self Pay (non-discounted/non-3 rd party) Patient Revenues | 253 | |
| | Contracts/Grants Revenues (including RPHCA) | 23,439 | |
| | Total Primary Care Expenditures | 67,516 | |
| | Total Primary Care Charges | 67,756 | |
| | Sliding Fee Discounts - Medical | 8,821 | |
| Sliding Fee Discounts - Dental | 0 | | |
| Prepared by: C Renee Hayoz | | 5/7/2021 | |

Land Involved In This Summary

| Land Type | Uom | Total | Person-day-visits |
|---------------------|--------------|---------|-------------------|
| COUNTY OR CITY LAND | ACRE | 54 | 30 |
| PRIVATE LAND | ACRE | 216,090 | 213 |
| STATE LAND | ACRE | 7,000 | 82 |
| | | | |
| | Total | 223,144 | |

Agreement/Property Summary

Total Agreements/Properties Worked: 24/24

Total Person-day-visits: 243

| Agreement Number | Time | Person-day-visits |
|------------------|----------|-------------------|
| 14806 | 83 : 30 | 30 |
| 14836 | 14 : 00 | 11 |
| 14816 | 20 : 30 | 11 |
| 14821 | 11 : 18 | 3 |
| 37651 | 35 : 45 | 30 |
| 14834 | 85 : 30 | 14 |
| 04268 | 26 : 00 | 11 |
| 26711 | 75 : 05 | 42 |
| 26733 | 23 : 00 | 16 |
| 14805 | 1 : 00 | 1 |
| 26756 | 11 : 30 | 4 |
| 05537 | 4 : 00 | 3 |
| 14833 | 18 : 30 | 6 |
| 14809 | 1 : 00 | 1 |
| 14820 | 17 : 12 | 6 |
| 03700 | 1 : 00 | 0 |
| 26747 | 17 : 00 | 6 |
| 04251 | 52 : 00 | 15 |
| 14818 | 1 : 00 | 1 |
| 05517 | 2 : 00 | 1 |
| 04226 | 100 : 00 | 26 |
| 04275 | 4 : 30 | 2 |
| 26740 | 6 : 00 | 2 |
| 26762 | 2 : 30 | 1 |

Employee Summary - Total includes converted Hobbs

| | FIELD WORK | AERIAL | OUTREACH | admin LEAVE | ADMIN | TOTAL |
|-------------------------|------------|--------|------------|-------------|------------|------------|
| | hrs : mins | hobbs | hrs : mins | hrs : mins | hrs : mins | hrs : mins |
| <u>Costa, Aric</u> | 566 : 20 | 9.0 | 1 : 00 | | | 576 : 20 |
| <u>Hazen, Cody</u> | 5 : 00 | | | | | 5 : 00 |
| <u>Marez, Pete</u> | 12 : 00 | | | | | 12 : 00 |
| <u>Martinez, Carlos</u> | 20 : 30 | | | | | 20 : 30 |
| Total | 603 : 50 | 9.0 | 1 : 00 | 0 : 00 | 0 : 00 | 613 : 50 |

Mileage Summary

Total Drive Hours recorded : 237.5

Take Summary

Target Intentional

| | Killed Euthanized | Transfer Custody | Relocated | Removed Destroyed | Freed Released | Dispersed | Surveyed | Immobilized | Collared | Treated |
|--------------------------|----------------------|---------------------|-----------|----------------------|-------------------|-----------|----------|-------------|----------|---------|
| <u>Bobcats</u> | | | | | | | | | | |
| <u>firearms</u> | 1 | | | | | | | | | |
| Total | 1 | | | | | | | | | |
| <u>Coyotes</u> | | | | | | | | | | |
| <u>firearms</u> | 19 | | | | | | | | | |
| <u>fixed wing</u> | 64 | | | | | | | | | |
| <u>traps, foothold</u> | 1 | | | | | | | | | |
| Total | 84 | | | | | | | | | |
| <u>Skunks, Striped</u> | | | | | | | | | | |
| <u>traps, cage</u> | 4 | | | | | | | | | |
| Total | 4 | | | | | | | | | |
| Bottom Line Total | 89 | | | | | | | | | |

Target Un-Intentional

no take data of this type.

Non-Target Un-Intentional

no take data of this type.

Damage Summary

Loss Reported

| Resource | Species | Damage | WTs (Occurs) | Proj Starts | Loss | Value |
|----------------------------------|---------------------------------|---------------|-----------------|----------------|-----------------|-------|
| AGRICULTURE | | | | | | |
| Field Crops | | | | | | |
| grains, milo | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| grains, wheat | pocket gophers, yellow-faced | damage | 1 | 1 | 75 acre | \$300 |
| grains, wheat | swine, feral | damage threat | 2 | 2 | 2 in | \$0 |
| hayfields, alfalfa | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| hayfields, mixed species | swine, feral | damage threat | 3 | 3 | 3 in | \$0 |
| Field Crops Sub Total | | | 8 | 8 | 75 acre 7 in | \$300 |
| Fruits And Nuts | | | | | | |
| trees, z-fruit/nut (other) | swine, feral | damage threat | 2 | 2 | 2 in | \$0 |
| Fruits And Nuts Sub Total | | | 2 | 2 | 2 in | \$0 |
| Livestock | | | | | | |
| cattle adult (beef) | coyotes | damage threat | 17 | 17 | 17 in | \$0 |
| cattle adult (beef) | swine, feral | damage threat | 9 | 9 | 9 in | \$0 |
| cattle calves (beef) | coyotes | damage threat | 24 | 24 | 24 in | \$0 |
| cattle calves (beef) | swine, feral | damage threat | 10 | 10 | 10 in | \$0 |
| fowl, chickens (other) | coyotes | damage threat | 3 | 3 | 3 in | \$0 |
| fowl, chickens (other) | coyotes | predation | 1 | 0 | 4 ea | \$25 |
| fowl, chickens (other) | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| fowl, ducks (domestic) | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| fowl, ducks (domestic) | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| fowl, guineas | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| fowl, ostriches | coyotes | | 1 | 1 | 1 in | \$0 |

| | | | | | | |
|---|--------------|---------------|----|----|---------------------------|---------|
| | | damage threat | | | | |
| fowl, turkeys (domestic) | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| sheep (adult) | bobcats | damage threat | 1 | 1 | 1 in | \$0 |
| sheep (adult) | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| sheep (lambs) | bobcats | damage threat | 2 | 2 | 2 in | \$0 |
| sheep (lambs) | coyotes | damage threat | 2 | 2 | 2 in | \$0 |
| sheep (lambs) | coyotes | predation | 2 | 2 | 8 ea | \$1,607 |
| Livestock Sub Total | | | 78 | 77 | 12 ea 75 in | \$1,632 |
| Other | | | | | | |
| feed, livestock | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| Other Sub Total | | | 1 | 1 | 1 in | \$0 |
| Range/Pasture | | | | | | |
| pasture | swine, feral | damage threat | 3 | 3 | 3 in | \$0 |
| rangeland | swine, feral | damage threat | 4 | 4 | 4 in | \$0 |
| Range/Pasture Sub Total | | | 7 | 7 | 7 in | \$0 |
| AGRICULTURE Sub Total | | | 96 | 95 | 75 acre 12 ea 92 in | \$1,932 |
| HEALTH AND SAFETY | | | | | | |
| Human Health And Safety | | | | | | |
| hlth/sfty, human (aviation) | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| hlth/sfty, human z-(general) | swine, feral | damage threat | 3 | 3 | 3 in | \$0 |
| Human Health And Safety Sub Total | | | 4 | 4 | 4 in | \$0 |
| HEALTH AND SAFETY Sub Total | | | 4 | 4 | 4 in | \$0 |
| NATURAL RESOURCE | | | | | | |
| Other Natural Resources | | | | | | |
| streams | swine, feral | damage threat | 2 | 2 | 2 in | \$0 |
| watershed | swine, feral | damage threat | 2 | 2 | 2 in | \$0 |
| Other Natural Resources Sub Total | | | 4 | 4 | 4 in | \$0 |
| NATURAL RESOURCE Sub Total | | | 4 | 4 | 4 in | \$0 |
| PROPERTY | | | | | | |
| Landscaping, Turf And Gardens | | | | | | |
| golf courses | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| turf and/or flowers | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| Landscaping, Turf And Gardens Sub Total | | | 2 | 2 | 2 in | \$0 |

| Resource | Species | Damage | WTs (Occurs) | Proj Starts | Loss | Value |
|--------------------------|--------------|---------------|-----------------|----------------|----------------------------|---------|
| Other Property | | | | | | |
| food items, non-human * | coyotes | damage threat | 1 | 1 | 1 in | \$0 |
| property (general) | swine, feral | damage threat | 3 | 3 | 3 in | \$0 |
| Other Property Sub Total | | | 4 | 4 | 4 in | \$0 |
| Structures | | | | | | |
| dikes/dams/impoundments | swine, feral | damage threat | 11 | 11 | 11 in | \$0 |
| irrigation pipe system | swine, feral | damage threat | 2 | 2 | 2 in | \$0 |
| irrigation, drip line | swine, feral | damage threat | 1 | 1 | 1 in | \$0 |
| roads/bridges | swine, feral | damage threat | 4 | 4 | 4 in | \$0 |
| Structures Sub Total | | | 18 | 18 | 18 in | \$0 |
| PROPERTY Sub Total | | | 24 | 24 | 24 in | \$0 |
| | | | | | | |
| Total | | | 128 | 127 | 75 acre 12 ea 124 in | \$1,932 |

Loss Verified

| Resource | Species | Damage | WTs (Occurs) | Proj Starts | Loss | Value |
|---|--------------|-----------|-----------------|-------------|------------------|---------|
| AGRICULTURE | | | | | | |
| Livestock | | | | | | |
| fowl, emus | coyotes | predation | 2 | 1 | 2 ea | \$918 |
| Livestock Sub Total | | | 2 | 1 | 2 ea | \$918 |
| AGRICULTURE Sub Total | | | 2 | 1 | 2 ea | \$918 |
| PROPERTY | | | | | | |
| Landscaping, Turf And Gardens | | | | | | |
| golf courses | swine, feral | damage | 3 | 1 | 1.4 acre | \$400 |
| Landscaping, Turf And Gardens Sub Total | | | 3 | 1 | 1.4 acre | \$400 |
| PROPERTY Sub Total | | | 3 | 1 | 1.4 acre | \$400 |
| | | | | | | |
| Total | | | 5 | 2 | 1.4 acre 2 ea | \$1,318 |

Distinct Species/Resource Conflict Counts by Form Type

Total distinct TA Species/Resource conflicts: 1

Total distinct DC (all non TA) Species/Resource conflicts: 50

Samples Summary

| Species/Disease | Sample Type | Samples |
|---------------------------------|-------------|---------|
| <u>coyotes</u> Total Sampled 10 | | |
| plague | nobuto | 9 |
| tularemia | nobuto | 9 |
| Total Samples | | 18 |
| | | |
| Total Bottom Line | | 18 |

TA/Outreach by Species Summary

| | 1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|----|----|----|----|-------|---------|----------|
| Species | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Parties | Leaflets |
| <u>pocket gophers.</u> <u>yellow-faced</u> | 1 | | | | | | | | | | | | | 1 | 1 | |
| | | | | | | | | | | | | | | | | |
| Total | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |

*0 distinct instructional sessions (which can contain more than one species or no species indicated).

TA/Outreach by Employee Summary

| | 1=consultation, personal, 2=consultation, written/telephone, 3=consultation, hotline, 4=instructional session, 5=radio/tv personal appearance, 6=radio/tv public service announcement, 7=newspaper/periodical article, 8=exhibit, 9=bait distribution program, 10=information transfer, ws, 11=info. transfer, gen. wildlife management, 12=site visit, 13=web hits | | | | | | | | | | | | | | | |
|--------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|-------|---------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Parties | Leaflets |
| <u>Costa, Aric</u> | 1 | | | | | | | | | | | | | 1 | 1 | |
| | | | | | | | | | | | | | | | | |
| Total | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |

Chemicals Summary

CHEMICALS: EPA-REGULATED

| Component | Reg. Num. | Use Type | Qty | Uom | WTs |
|-----------------------------------|-----------|----------|-----|-----|----------|
| compound 1080 lp collar (nm) | 39508-2 | missing | 1 | ea | <u>1</u> |
| strychnine milo (gopher) handbait | 56228-19 | sold | 160 | oz | <u>1</u> |

CHEMICALS: EXPLOSIVE

no EXPLOSIVE chemical data.

CHEMICALS: I/E DRUGS

no I/E DRUGS chemical data.

CHEMICALS: NON-REGULATED

no NON-REGULATED PRDCT chemical data.

BIOLOGICS

no BIOLOGICS chemical data.

Equipment Loaned/Distributed/Sold Summary

no data.

Conflict Project Start Button Summary

| Resource | Species | Proj Start Button | WTs (Occurs) |
|--------------------------|--------------|-------------------------|-----------------|
| cattle adult (beef) | coyotes | 17 | 122 |
| cattle adult (beef) | swine, feral | 9 | 23 |
| cattle calves (beef) | coyotes | 24 | 169 |
| cattle calves (beef) | swine, feral | 10 | 26 |
| dikes/dams/impoundments | swine, feral | 11 | 57 |
| feed, livestock | coyotes | 1 | 11 |
| feed, livestock | foxes, gray | 0 | 2 |
| food items, non-human * | coyotes | 1 | 11 |
| food items, non-human * | foxes, gray | 0 | 2 |
| fowl, chickens (other) | coyotes | 3 | 49 |
| fowl, chickens (other) | foxes, gray | 0 | 2 |
| fowl, chickens (other) | swine, feral | 1 | 1 |
| fowl, ducks (domestic) | coyotes | 1 | 21 |
| fowl, ducks (domestic) | foxes, gray | 0 | 2 |
| fowl, ducks (domestic) | swine, feral | 1 | 1 |
| fowl, emus | coyotes | 1 | 11 |
| fowl, emus | foxes, gray | 0 | 2 |
| fowl, guineas | coyotes | 1 | 11 |
| fowl, guineas | foxes, gray | 0 | 2 |
| fowl, ostriches | coyotes | 1 | 11 |
| fowl, ostriches | foxes, gray | 0 | 2 |
| fowl, turkeys (domestic) | coyotes | 1 | 25 |
| goats, z-(other adults) | coyotes | 0 | 17 |

| Resource | Species | Proj Start Button | WTs (Occurs) |
|------------------------------|------------------------------|-------------------------|-----------------|
| golf courses | skunks, striped | 0 | 15 |
| golf courses | swine, feral | 2 | 30 |
| grains, milo | swine, feral | 1 | 3 |
| grains, wheat | pocket gophers, yellow-faced | 1 | 1 |
| grains, wheat | swine, feral | 2 | 6 |
| hayfields, alfalfa | swine, feral | 1 | 1 |
| hayfields, mixed species | swine, feral | 3 | 7 |
| hlth/sfty, human (aviation) | swine, feral | 1 | 27 |
| hlth/sfty, human z-(general) | swine, feral | 3 | 42 |
| irrigation pipe system | swine, feral | 2 | 3 |
| irrigation, drip line | skunks, striped | 0 | 15 |
| irrigation, drip line | swine, feral | 1 | 29 |
| pasture | swine, feral | 3 | 15 |
| property (general) | skunks, striped | 0 | 15 |
| property (general) | swine, feral | 3 | 33 |
| rangeland | swine, feral | 4 | 10 |
| roads/bridges | swine, feral | 4 | 7 |
| sheep (adult) | bobcats | 1 | 5 |
| sheep (adult) | coyotes | 1 | 28 |
| sheep (lambs) | bobcats | 2 | 6 |
| sheep (lambs) | coyotes | 4 | 56 |
| streams | swine, feral | 2 | 3 |
| trees, z-fruit/nut (other) | swine, feral | 2 | 13 |
| turf and/or flowers | skunks, striped | 0 | 15 |
| turf and/or flowers | swine, feral | 1 | 29 |
| watershed | swine, feral | 2 | 13 |



QUAY COUNTY SHERIFF'S OFFICE

NEW MEXICO

RUSSELL SHAFER
SHERIFF

DENNIS GARCIA
UNDERSHERIFF

HEATHER PACHECO
ADMINISTRATIVE ASSISTANT

To: Quay County Commissioners
RE: Grant Overtime Pay
Date: April 26, 2021

The Quay County Sheriff's Office is requesting an amendment to the Quay County policy regarding the cancellation of overtime hours due to taking sick leave, vacation leave, or comp time when grant overtime is involved. This request is specifically for the purpose of grants, such as the New Mexico Department of Transportation STEP and BKLUP grants, in which overtime pay is reimbursed to the county. In the case of grant overtime, we ask overtime pay to be allowed even if sick leave, vacation leave, or comp time are taken within the same pay period. Otherwise, taking any form of leave deducts total pay period hours to below 86 hours and cancels out grant overtime pay. Changing the policy to allow grant reimbursed overtime pay even during pay periods in which leave has been taken would be an incentive for deputies to consistently work grant overtime for traffic safety. This would enhance the safety of Quay County and increase police presence within the county, with no financial cost to the Quay County Government.

Please note: A discussion took place between the Quay County Sheriff's Office and New Mexico Department of Transportation grant liaison Tim Baughman, who noted that the grant policy for overtime pay correlates with the policy of the county being worked. He noted that an addendum to the policy, to allow grant overtime during pay periods in which leave is taken, would automatically allow the NMDOT traffic safety grants to pay grant overtime during said pay periods.

Respectfully,

A handwritten signature in black ink, appearing to read "Russell Shafer", written over a faint circular stamp.

Russell Shafer
Sheriff

P.O. Box 943
TUCUMCARI, NM 88401
Phone: (575)461-2720 ** Fax: (575)461-2369
Quaycounty-nm.gov



Stantec Consulting Services Inc.
1601 Camino del Coronado, Tucumcari, NM 88401-5001

AMENDMENT TO OWNER – ENGINEER FEE PROPOSAL

AMENDMENT #1

181710742

Quay County, NM

Quay County Low Water Crossings at Bridges 1625 and 1042

1. Background Data

- a. Effective Date of Owner-Engineer Fee Proposal December 10, 2019
- b. Owner: Quay County, NM
- c. Engineer: Stantec Consulting Services Inc.
181710742 – Quay County Low Water Crossings at Bridges 1625 and 1042
- d. Project:

2. Nature of Amendment *[Check those that are applicable and delete those that are inapplicable.]*

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to Services of Engineer
- ☐ Modifications to Responsibilities of Owner
- ☐ Modifications to Time(s) for rendering Services

3. Description of Modifications

The scope of work for the Original Fee Proposal was to provide professional services for the Quay County Low Water Crossings at Bridges 1625 and 1042 to Quay County, NM.

Amendment #1 is required at this time to amend the original engineering fee and provide additional services to conduct an HABS/HAER Level II documentation of Quay County Bridges #1042 and #1625, and provide Quality Assurance Testing by an Independent Laboratory as required by NMDOT, per Owner's request.

The projected Upper Target Amount for the Design and Construction Professional Services totaled a not to exceed amount of \$816,794.00. Stantec respectfully requests that the previously approved budget amount **be increased by \$40,011.82** to reflect the new contract amount for the additional professional services provided not to exceed the amount of \$40,011.82, for an **Amended Total Fee of \$856,805.82**, plus applicable NMGRT.

Owner and Engineer hereby agree to modify the above-referenced Fee Proposal as set forth in this Amendment. All provisions of the Fee Proposal not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment will be the date of the Amended CES Purchase Order issuance date.

Stantec Consulting Services Inc. proposes to complete the required additional tasks on an Amended Lump Sum Basis of \$40,011.82 for an Amended Total Fee of \$856,805.82, plus applicable NMGRT. A breakdown of the amended fee is provided below.

Reference: Quay County Low Water Crossings at Bridges 1625 and 1042

If Quay County requests additional professional services, other than what is identified on the previous pages, an Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to Quay County for consideration and approval.

Fee: Amended Lump Sum Basis not to exceed \$856,805.82, plus applicable NMGRT:

Original Contract:

| | | |
|-------------------------------|----------------------|---------------------------------|
| Preliminary Drainage Report | \$ 82,919.00 | Lump Sum |
| Scoping Report | \$ 114,549.00 | Lump Sum |
| Environmental | \$ 44,474.00 | Lump Sum |
| Geotechnical | \$ 49,247.00 | Lump Sum |
| Survey & Mapping | \$ 108,408.00 | Lump Sum |
| Preliminary Design | \$ 137,847.00 | Lump Sum |
| Final Design | \$ 105,768.00 | Lump Sum |
| Bid Administration | \$ 13,414.00 | Lump Sum |
| Construction Management | \$ 97,871.00 | Lump Sum |
| Construction Observation | \$ 62,297.00 | Lump Sum |
| Original Total w/o NMGRT | \$ 816,794.00 | Lump Sum |
| NMGRT @ 8.3750% | \$ 68,406.00 | (% subject to change) |
| Original Total w/NMGRT | \$ 885,200.00 | (CES PO Contract Amount) |

Amendment #1:


| | | |
|--|---------------------|---|
| HABS/HAER Level II Documentation (Bridges #1042 & # 1625) | \$ 26,284.50 | Lump Sum |
| Quality Assurance Testing | \$ 13,727.32 | Lump Sum |
| Amendment #1 Sub-Total w/o NMGRT | \$ 40,011.82 | |
| Amended Sub-Total w/o NMGRT | \$856,805.82 | |
| NMGRT @ 8.3750% | \$ 71,757.49 | (% subject to change) |
| Amended Total w/NMGRT | \$928,563.31 | (Amended CES PO Contract Amount) |

Reference: Quay County Low Water Crossings at Bridges 1625 and 1042

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

Best Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink, appearing to read "Dave Maxwell", is written over a horizontal line.

Dave Maxwell, PE
Principal
Phone: (575) 342-8813
Dave.Maxwell@stantec.com
www.stantec.com

Quay County, NM

A handwritten signature in black ink, appearing to read "Daniel Zamora", is written over a horizontal line.

Daniel Zamora
County Manager
Phone: (575) 461-2112
daniel.zamora@quaycounty-nm.gov

Attn: Beth Schatz

Cost Estimate
for
Materials Engineering Services
Quay County
Low Water Crossing
FIELD SERVICES/LABORATORY SERVICES

4/19/2021

| Field Services | | BASE BID | | | |
|-----------------------|---------------------------------------|-----------------|-------|-----------------|--------------|
| NMDOT | Description | Quantity | Unit | Unit Rate | Extension |
| 203 | Borrow and subgrade prep | 100 | hours | \$ 63.00 | \$ 6,300.00 |
| 203 | Proctor/Sieve/PI | 5 | each | \$ 225.00 | \$ 1,125.00 |
| 303 | TCCP Base Course Tech (density/depth) | 30 | hours | \$ 63.00 | \$ 1,890.00 |
| 303 | Base Course Sieve/PI/FF | 3 | each | \$ 125.00 | \$ 375.00 |
| 450 | PCCP (ACI/TCCP Concrete Tech) | 30 | hours | \$ 63.00 | \$ 1,890.00 |
| 450 | Concrete Compressive Strenth, set 4 | 3 | set | \$ 100.00 | \$ 300.00 |
| 510 | Structural Concrete | 60 | hours | \$ 63.00 | \$ 3,780.00 |
| 510 | Concrete Compressive Strenth, set 4 | 6 | set | \$ 100.00 | \$ 600.00 |
| misc. | Vehicle charge | 20 | day | \$ 95.00 | \$ 1,900.00 |
| | Per Diem | 15 | day | \$ 165.00 | \$ 2,475.00 |
| 905 | Quality Control | | | Base Bid | \$ 20,635.00 |

| Field Services | | Alternate | | | |
|-----------------------|--|------------------|--------|-------------------|-------------|
| NMDOT | Description | Quantity | Unit | Unit Rate | Extension |
| Additive | | | | | |
| 416 | TCCP Asphalt Tech (density/sample PU)' | 20 | hours | \$ 63.00 | \$ 1,260.00 |
| | Asphalt Series (Superpave) | 1 | series | \$ 585.00 | \$ 585.00 |
| misc. | Vehicle charge | 2 | day | \$ 95.00 | \$ 190.00 |
| | Per Diem | 2 | day | \$ 125.00 | \$ 250.00 |
| | | | | Add Alt | \$ 2,285.00 |
| Deduct | | | | | |
| 303 | TCCP Base Course Tech (density/depth) | 10 | hours | \$ 63.00 | \$ 630.00 |
| 303 | Base Course Sieve/PI/FF | 1 | each | \$ 125.00 | \$ 125.00 |
| misc. | Vehicle charge | 1 | day | \$ 95.00 | \$ 95.00 |
| | Per Diem | 1 | day | \$ 125.00 | \$ 125.00 |
| | | | | Deduct Alt | \$ 975.00 |

Testing to be performed from Albuquerque Laboratory

Sub-Consultant Fee: \$23,895.00
 10% Markup: \$2,389.50
 Total Sub-Consultant Fee: \$26,284.50



PATHFINDER ENVIRONMENTAL, LLC
Route 66 Bridges #1042 and #1625 HABS/HAER Documentation Project
Quay County, New Mexico
ENVIRONMENTAL COST PROPOSAL
April 15, 2021

| WORK TASK | TASK LEADER | | HOURS PER TASKS | AMOUNT PER TASK |
|---|--|--|---------------------|--------------------|
| | Devin Kennemore | Ken Brown | | |
| | Senior Project Manager, QA/QC Reviewer | Principal Investigator, Senior Archaeologist | | |
| Task 1 (T1) - Project Administration | | | | |
| 1. Contract Administration | 1 | | 1 | |
| 2. Scoping and Coordination | 4 | | 4 | |
| Task 1 (T1) - Project Administration Total: | 5 | 0 | 5 | \$ 550.00 |
| Task 2 (T2) - Cultural Resources Services | | | | |
| 1. Report Preparation (2 Reports) | | 48 | 48 | |
| 2. CRS QA/QC | 2 | | 2 | |
| Task 2 (T2) - Cultural Resources Services Total: | 2 | 48 | 50 | \$ 5,020.00 |
| Total Hours: | 7 | 48 | 55 | |
| | | | Total Labor: | \$ 5,570.00 |

OTHER DIRECT COSTS

AMOUNT

Martin Stupich Photodocumentation Services (2 Bridges)
GIS Mapping Services
ARMS Fee
Subconsultant NMGR

\$6,134.00
\$520.00
\$100.00
\$155.38

Other Direct Costs Subtotal: \$6,909.38

Subtotal: \$ 12,479.38

NMGR (exempt): \$0.00

TOTAL: \$12,479.38

PROPOSAL:

Pathfinder Environmental, 1800 Old Pecos Trail, Suite E, Santa Fe, NM 87505
Tel: 505.699.5175

Sub-Consultant Fee: \$12,479.38
10% Markup: \$1,247.94
Total Sub-Consultant Fee: \$13,727.32

Assumptions:

- Write HABS HAER Level II documentation for 2 bridges in Quay County, Route 66 ca. 1936
- Site visit by Archaeologist not required; 1 site visit by photographer required.
- Archival research and documentation for report production only, no Class III surveys required.
- All historic architectural drawings are available.
- No new drawings will be required.
- 10-12 views of each bridge will be photographed in color digital format (50MP full-frame), per HAER Level II requirements.
- Photograph transmittal will consist of one (1) hard copy (prints, photo key, index to photos) printed to NPS archival specs and digital copies written to archival DVD (number of copies TBD).
- Photographic work will comport with HABS photographic guidelines as described at: <https://www.nps.gov/tps/how-topreserve/briefs/43-historic-structure-reports.htm>
- Client to Issue a Type 5 NTFC to Pathfinder to exempt from NMGR.

CONTRACTORS AGREEMENT

THIS AGREEMENT is entered into on this 10th day of May, 2021 by and between Quay County, (hereinafter "County"), and Richard Primrose, as Independent Contractor (hereinafter 'Contractor'),

RECITALS

"WHEREAS", Contractor has expertise and prior experience working for Quay County, and has sufficient knowledge of Quay County operations to provide consulting services for Quay County until a new County Manager's transition is complete. The Contractor is or remains open to conduct similar tasks or activities for entities other than Quay County;

AND WHEREAS the County desires to engage and contract with Contractor to perform certain tasks and services as set forth herein;

AND WHEREAS Contractor desires to enter into this Agreement and perform services as an Independent Contractor for the County on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the parties contract and agree as follows:

1. Status as Independent Contractor.

This Agreement is not intended to and does not constitute a hiring by either party. The parties specifically intend that the Contractor shall have an Independent Contractor status and shall not be an employee of the County for any purposes, including, but not limited to the Social Security Act, the Federal Unemployment Acts, provisions of the Internal Revenue Code, State of New Mexico Taxation

and Revenue Code, the Workers Compensation Insurance provisions within the State of New Mexico. At all times, Contractor shall retain sole and absolute discretion concerning the scope of work, as well as the manner and means of carrying out activities and responsibilities under this Agreement. This Agreement shall also not be considered construed as a joint venture or partnership, and the County shall not be liable for any obligations incurred by Contractor unless specifically authorized in writing. The Contractor is not and shall not act as an agent of the County and his actions shall not bind the County in any manner unless she is specifically authorized to do so in writing.

2. Tasks, duties and scope of work

Contractor agrees to devote the necessary time, attention and energy to complete or achieve the following:

- a) Provide professional consulting services for Quay County to ensure its continued operation and function while transitioning to a new manager. The consultant to Quay County will be paid a flat rate of two-thousand dollars (\$2,000.00) per month beginning May 10, 2021.
- b) To employ his knowledge and expertise in formulating workable programs long-term objectives and goals for Quay County.
- c) Look for processes and procedures to stream-line, or cut-costs in common practices.
- d) Contractor shall set his own hours in performing such consulting services and may work from his home or office, as needed.

e) Independent Contractor has full discretion within the "scope of work", but shall not engage in activities which are not expressly set forth by this agreement without written permission.

3. Work location.

Contractor shall be responsible to the County but shall not be required to follow or establish a regular or daily work schedule. Advice given to Contractor regarding the scope of work shall be considered a suggestion only, not an instruction. The County reserves the exclusive right to stop or alter the work of Contractor to assure the conformity with this Agreement and the needs of the County.

4. Withholding of Taxes

Independent Contractor recognizes and understands that he will receive an IRS 1099 statement and related tax statement, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable Federal and State law. Independent Contractor hereby promises and agrees to indemnify the County for any damages or expenses, including attorney's fees, and legal expenses, incurred by the County as a result of Independent Contractor's failure to make such required payments. At the County's request, Independent Contractor shall provide proof of required tax payments.

5. Agreement to Waive Rights to Benefits.

Independent Contractor hereby waives and foregoes the right to receive any benefits given by the County to its regular employees, including, but not

limited to, health benefits, workers compensation benefits, vacation and sick leave benefits, profit sharing plans, such as 401 (k) plans. Independent Contractor is not an employee, and he agrees that he is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the Independent Contractor by virtue of his services to the County, and is effective for the entire duration of Independent Contractor's agreement with the County. This waiver is effective independently of Independent Contractor's employment status as adjudged for taxation purposes or for any other purpose.

6. Termination.

This Agreement shall be terminated at the conclusion of the Scope of Work. It may be terminated prior to the completion or achievement of the Scope of Work for cause by either party. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement. It shall continue under the same terms and conditions as set forth herein only by written agreement between parties.

7. Severable Provisions.

The provisions of this Agreement are severable, and if any or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provision and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.

8. Modifications.

This Agreement may be modified only by a contract in writing executed by the party to this Agreement against whom enforcement of such modification is sought.

9. Waiver.

Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.

10. Drafting Ambiguities.

Each party to this Agreement has reviewed and had the opportunity to revise this Agreement. Each party to this Agreement has had the opportunity to have legal counsel review and revise the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

11. Law of New Mexico

This contract shall be interpreted under New Mexico law.

12. Effective Date

This contract shall be binding and in effect on May 10, 2021 for a period of twelve (12) months.

Dated this 10th Day of May, 2021.

Quay County Government

BY Franklin McCasland
Franklin McCasland, Commission
Chairman

INDEPENDENT CONTRACTOR

BY Richard Primrose
Richard Primrose

