



QUAY COUNTY GOVERNMENT

300 South Third Street

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS JUNE 28, 2021

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 14, 2021

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Alan Daughtery, Tucumcari Historical Museum
 - Request Approval of Funding Request
- II. C. Renee Hayoz, Presbyterian Medical Services, Administrator
 - Presentation of RPHCA Monthly Reports
- III. Ellen White, Quay County Clerk
 - Request Approval of Voting Machine Technician Contract
- IV. Larry Moore, Quay County Road Superintendent
 - Request Approval of FY 2020-2021 Resolution No. 41 – Participation in FY22 COOP Local Government Road Fund Agreement
 - Request Approval of FY 2020-2021 Resolution No. 42 – Participation in FY22 CAP Local Government Road Fund Agreement
 - Request Approval of FY 2020-2021 Resolution No. 43 – FY22 CAP Match Waiver
 - Request Approval of FY 2020-2021 Resolution No. 44 – Participation in FY22 School Bus Local Government Road Fund Agreement
 - Request Approval of FY 2020-2021 Resolution No. 45 – FY22 School Bus Match Waiver
 - Road Update



DOC #CM-00512

07/16/2021 01:38 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Pages: 65
Ellen White - County Clerk, County Clerk



- V. **Cheryl Simpson, Quay County Finance Director**
- Request Approval of **FY 2020-2021 Resolution No. 46 – Budget Increase for Debt Service Lease Payments and Cash Transfer, NMFA Interest Income and Commitments**
- VI. **Scott Crotzer, Quay County/Tucumcari Chamber of Commerce Director**
- Request Approval of **FY22 Funding Request**
- VII. **Daniel Zamora, Quay County Manager**
- Request Approval of **Tucumcari/Quay Regional Emergency Communications Center (TQRECC) Joint Powers Agreement (JPA)**
 - Request Approval of **July 12th Commission Meeting Change of Date**
 - **Correspondence**
- VIII. **Indigent Claims Board**
- Call Meeting to Order
 - Request Approval of **Indigent Minutes for the May 24, 2021 Commission Meeting**
 - Request Approval of **Claims Prepared by Sheryl Chambers**
 - **Adjourn**
- IX. **Request Approval of Accounts Payable**
- X. **Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners**
- XI. **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
- XII. **Franklin McCasland, Quay County Commission Chairman**
- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 28, 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 28th day of June, 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
Lucas Bugg, Quay County Fire Marshal
Alan Shelton, Quay County Emergency Manager
Alan Daughtery, Tucumcari Historical Museum
Connie Loveland, Tucumcari MainStreet Director
Scott Crotzer, Quay County/Tucumcari Chamber of Commerce Director
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Larry Moore led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the June 14, 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 as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments: Connie Loveland gave a brief overview of the Tucumcari MainStreet program. Loveland reported the Tucumcari MainStreet received its National Accreditation for 2021. New Mexico MainStreet reports the Tucumcari MainStreet was awarded seven public and private sector grants totaling \$605,000.00; contributed 1,745.5 hours of volunteer time; held 4 events 7 promotions and 1 infrastructure project. Over 300 visitors have visited the museum since the opening following the pandemic. Marketing for events continue and volunteers are still needed to help at the museum. Various programs continue to promote and assist businesses and Fired-Up Fridays are ongoing monthly.

NEW BUSINESS:

Alan Daughtery, Tucumcari Historical Museum requested funding from the County following a recent budget cut/shortfall of funding from the City of Tucumcari. Daughtery stated the museum has a part-time employee from the City which does not allow for extended hours through weekends, when they are likely to have the most visitors. Commissioners Lopez, Rush and McCasland voiced their disappointment with the City for cutting funding. As well, the County Commissioners needed some additional time for the Manager to see where the funding might be available in the budget, as this is not currently allocated for in the 2021-2022 budget, recently approved. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush, to table this item until the Manager and Finance Director have time to see if the funding is available. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

The monthly RPHCA Reports were distributed from the Presbyterian Medical Services. They will be attached to these minutes.

Quay County Clerk, Ellen White, requested approval of the annual Voting Machine Technician Contract with Danny Wallace. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Contract. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". White also noted additional reimbursement for the 2020 General Election was received from the State in the amount \$5,887.26.

Larry Moore, Quay County Road Superintendent, requested approval of the following Resolutions and corresponding Agreements for the LGRF Projects and provided the road updates:

- Request Approval of FY 2020-2021 Resolution No. 41 – Participation in FY22 COOP Local Government Road Fund Agreement; NMDOT \$92,000.00 – County \$30,667.00 – Total \$122,667.00
- Request Approval of FY 2020-2021 Resolution No. 42 – Participation in FY22 CAP Local Government Road Fund Agreement; NMDOT \$208,750.00 – County \$69,583.00 – Total \$278,333.00
- Request Approval of FY 2020-2021 Resolution No. 43 – FY22 CAP Match Waiver - \$69,583.00.
- Request Approval of FY 2020-2021 Resolution No. 44 – Participation in FY22 School Bus Local Government Road Fund Agreement; NMDOT \$100,000.00 – County \$33,333.00 – Total \$133,333.00
- Request Approval of FY 2020-2021 Resolution No. 45 – FY22 School Bus Match Waiver - \$33,333.00

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the above-described Resolutions with Agreements. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Copies are attached.

Moore continued with the following updates:

- Viewed the roads in the House area for problems Commissioner Rush had asked to be addressed. Moore will send crews when they are available to address the erosion on those roadways.
- Roller has been repaired and the leased roller has been returned.
- The State Department of Transportation is in Quay County today verifying road mileage as submitted in March, 2021.
- Reclaimer is once again being repaired.
- Crews have been installing cattle guards and a metal gate.

- Road Department is still short staffed, however concerns of the citizens are being addressed including pot holes.

Cheryl Simpson, Quay County Finance Director, requested approval of Resolution No. 46; Authorization of Budgetary Increase to Cash Transfer from Road Department (402) to Debt Service (562); Debt Service Road Lease Expense; General Fund IT (401-92). A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve Resolution No. 46 as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes with the amounts.

Scott Crotzer, Tucumcari/Quay County Chamber Director introduced himself and gave a brief description of his experience and prior employments that led him to Tucumcari. Crotzer, enthusiastically, provided his vision and ideas for the future of Tucumcari. Crotzer requested continued funding of the Chamber in the amount of \$10,000.00. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request, as the request is already approved in the current 2021-2022 budget. MOTION carried with Lopez voting "aye", Rush voting "aye", and McCasland voting "aye".

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

- Requested approval of an amended Joint Powers Agreement between the City of Tucumcari; Quay County; Village of Logan; Village of San Jon and Village of House regarding the Tucumcari/Quay Regional Emergency Communications Center. Zamora stated the JPA is simply some language clean up that needed addressed prior to negotiating the fee structure the next fiscal year. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the JPA as presented. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.
- Distributed a copy of the monthly Gross Receipts Tax Report.
- Fairground's roof is finished and the final inspection is complete.
- Requested approval to reschedule the July 12th Commission Meeting to July 16th. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:55 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 10:00 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending June 25, 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 10:05 a.m.

Return to regular session. Time noted 10:15 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 10:20 a.m.

---Executive Session---

Return to regular session. Time noted 11:25 a.m.

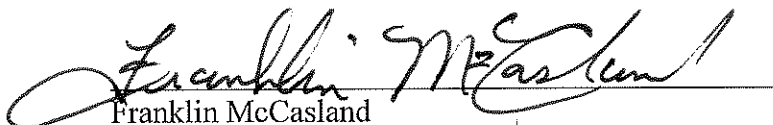
A MOTION was made by Jerri Rush, SECONDED by Robert Lopez that only the items listed above were discussed in Executive Session. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

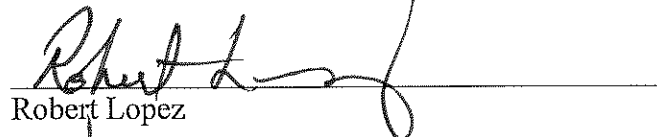
Chairman McCasland stated there is no action as a result of Executive Session.

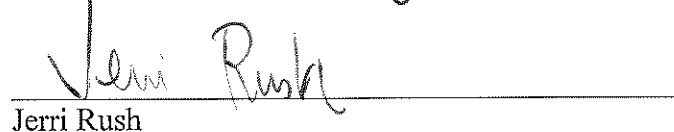
There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:30 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

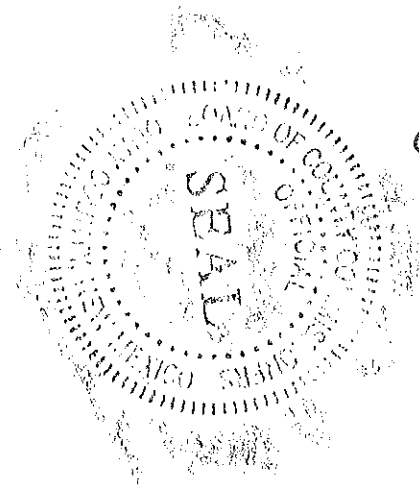

Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



Clinic/Program Name: Quay County Family Health Center
Month Reported: May 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 being offered.
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**
None. Some patients still report hesitancy with COVID.
3. **Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**
Encounters were short for the month. We had several days of PTO and holidays that impacted our low encounters for the month.
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**
We have rehired an MAII. We will be fully staffed with 3 MA staff.
A BH Interventionist applicant has been selected and will start in June.
5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**
BH Interventionist through FB pages, PMS advertising and Indeed
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
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:	05/01/21
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters	299	
	By Provider Type:		
	Physician Encounters	0	
	Midlevel Practitioner Encounters	291	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters	8	
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	24	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	79	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters	85	
Medicare Encounters	108		
100% Self Pay (non-discounted/non-3 rd party) Encounters	3		
Unduplicated Number of Users	Total # of unduplicated users	52	
	At or Below Poverty	28	
	Between Poverty and 200% of Poverty	20	
	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	2	
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources	72,741	
	Sliding Fee Revenues - Medical	2,071	
	Sliding Fee Revenues - Dental	0	
	Medicaid Revenues - Medical	19,680	
	Medicaid Revenues - Dental	0	
	County Indigent Fund Revenues	0	
	Other 3 rd Party Revenues	14,497	
	Medicare Revenues	11,518	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	109	
	Contracts/Grants Revenues (including RPHCA)	24,866	
	Total Primary Care Expenditures	53,611	
	Total Primary Care Charges	62,659	
	Sliding Fee Discounts - Medical	7,553	
Sliding Fee Discounts - Dental	0		
Prepared by: C Renee Hayoz		6/4/2021	

CONTRACT

This contract made and effective this 28th day of June, 2021, between Quay County, New Mexico, acting through its duly elected County Clerk, hereinafter, called the "Clerk", and Danny Wallace, hereinafter called "Voting Machine Technician".

WITNESSETH:

Whereas, Section 1-9-6 of the New Mexico Statutes Annotated, the New Mexico Election Code, requires County Clerks to provide for the use of voting machines in all school district and municipal elections, special district elections and statewide elections; and

Whereas, the Clerk desires to enter into a written contract with the Voting Machine Technician for the purpose of accomplishing the above stated requirements; and

Whereas, the Voting Machine Technician has experience certifying, delivering, setting up, and trouble shooting, and has received training as a certified technician.

Whereas, pursuant to SECTION 1-9-13 of New Mexico Statutes Annotated, the Secretary of State shall approve this contract and certify the Voting Machine Technician as to training and expertise.

Now, therefore, in consideration of the mutual promises contained herein the parties agree as follows:

VOTING MACHINES – The Voting Machine Technician agrees that within thirty (30) days before each election he shall begin to perform pre-election preparation of the voting machines for the County Clerk of Quay County upon the Clerk's request. Further, the Voting Machine Technician agrees to perform the pre-election preparation of the voting machines for the following elections when requested:

Primary Elections which are held in Quay County on the first Tuesday in June of each even numbered year.

Partisan General Elections which are held in Quay County on the first Tuesday in November of every even numbered year.

Local Elections which are held in Quay County on the first Tuesday in November of every odd numbered year.

Special Elections held in Quay County as they may occur upon proper legal notice.

ELECTION SCHOOL - The Voting Machine Technician agrees to provide technical assistance in conducting the election schools for the election boards as follows when requested.

ELECTION DAY SERVICES – The Voting Machine Technician agrees to stand by on each election day and perform technical trouble shooting services as may be required, and for the charges as specified below.

VOTING MACHINE CLEANING & REPAIRS – The Voting Machine Technician agrees to perform the necessary cleaning and repairs to the voting machines at times other than the delivery and set-up for an election as required.

PAYMENT VOUCHER - The Voting Machine Technician agrees that he shall not be entitled to payment for any of his services until after he has submitted a complete payment voucher to the Clerk, and the Clerk has had an opportunity to act on the matter.

CONTRACTOR is an independent contractor performing professional services for the county and is not an employee of the County. The County provides no liability coverage to the Contractor.

CHARGES FOR CERTIFICATION, CLEANING, AND REPAIRING - The Clerk agrees to pay \$25.00 per hour for actual time spent certifying, cleaning, or repairing voting machines as requested by the Clerk.

CHARGES FOR DELIVERY AND PICK UP OF VOTING MACHINES TO POLLING PLACES – The Clerk agrees to pay the Voting Machine Technician \$25.00 per hour for actual time spent delivering from the courthouse and setting up the machines and booths prior to an election and then picking up the machines and booths and returning to the Courthouse after an election whether primary, general, municipal, school district, or special election. The Technician has the option to have an assistant who shall be approved by the County Clerk and will receive compensation at the rate of \$18.00 per hour.

CHARGES FOR CONDUCTING ELECTION DAY SCHOOLS – The Clerk agrees to pay the Voting Machine Technician at the rate of \$25.00 per hour for the maximum of two hours of instruction as needed.

CHARGES FOR ELECTION DAY SERVICES - The Clerk agrees to pay the Voting Machine Technician for technical standby and trouble-shooting services as required at the rate of \$25.00 per hour on each Election Day beginning at 6:00 a.m. until all ballot boxes are returned to the County Clerk, or at such time as specified by the Clerk.

CHARGES FOR TRAVEL OF VOTING MACHINE TECHNICIAN IN CONNECTION WITH HIS SERVICES – The Clerk agrees to pay the Voting Machine Technician at the rate per mile as set by the State of New Mexico and/or County of Quay, whichever is closest to the Federal Rate, for each mile traveled by him when he uses his own vehicle in connection with performing the heretofore stated services and so long as he is away from his place of residence. Further, the Clerk agrees that the Voting Machine Technician shall not be responsible for damages to the voting machines, which might occur during transportation as long as reasonable care is used in the transport of the machines, tubs, and booths.

TERMINATION OF CONTRACT – The Commission and the Voting Machine Technician mutually agree that this contract shall expire four (4) years from its effective date, and may not be terminated prior to the expiration date without the consent of either party.

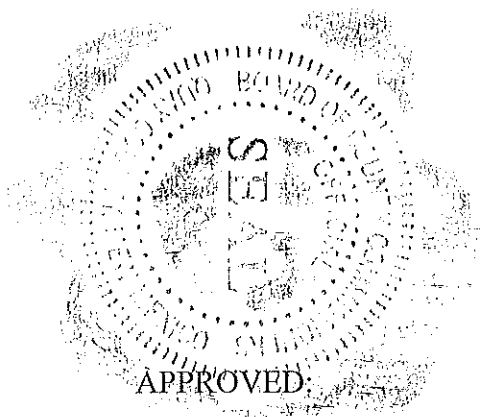
RENEGOTIATION OF CONTRACT – The Clerk and the voting Machine Technician mutually agree that they will begin negotiations thirty (30) days prior to the expiration of the contract.

Ellen L. White

QUAY COUNTY CLERK

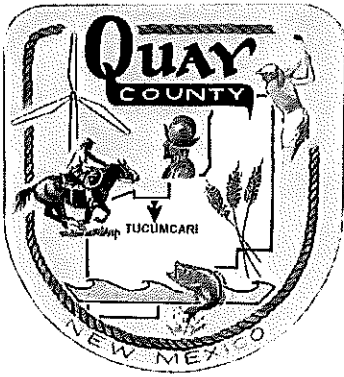
Franklin McCarroll
COUNTY COMMISSION CHAIRMAN

Danny Walker
VOTING MACHINE TECHNICIAN



SECRETARY OF STATE

DATED: _____



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 41

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

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

WHEREAS, the total cost of the project will be **\$ 122,667.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$ 92,000.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$ 30,667.00**

TOTAL PROJECT COST IS \$ 122,667.00

Quay County shall pay all costs, which exceed the total amount of **\$122,667.00**

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

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

The agreement terminates on December 31, 2022 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400544 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2021-2022 to

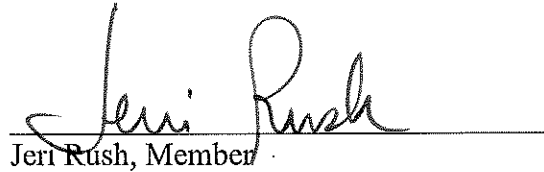
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

TERMINI: Quay Road 64 (Blocks 2900-3200) 3.0 miles

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

DONE AND RESOLVED this 28th day of June 2021.


Franklin McCasland, Chairman


Jeri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400544

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county road**, as described in Control No. **L400544**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Twenty-Two Thousand, Six Hundred Sixty-Seven Dollars (\$122,667.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$92,000.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various parking lots and entity streets

2. Public Entity's required proportional matching share shall be 25%: **\$30,667.00**

3. Total Project Cost: **\$122,667.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount **One Hundred Twenty-Two Thousand, Six Hundred Sixty-Seven Dollars (\$122,667.00)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

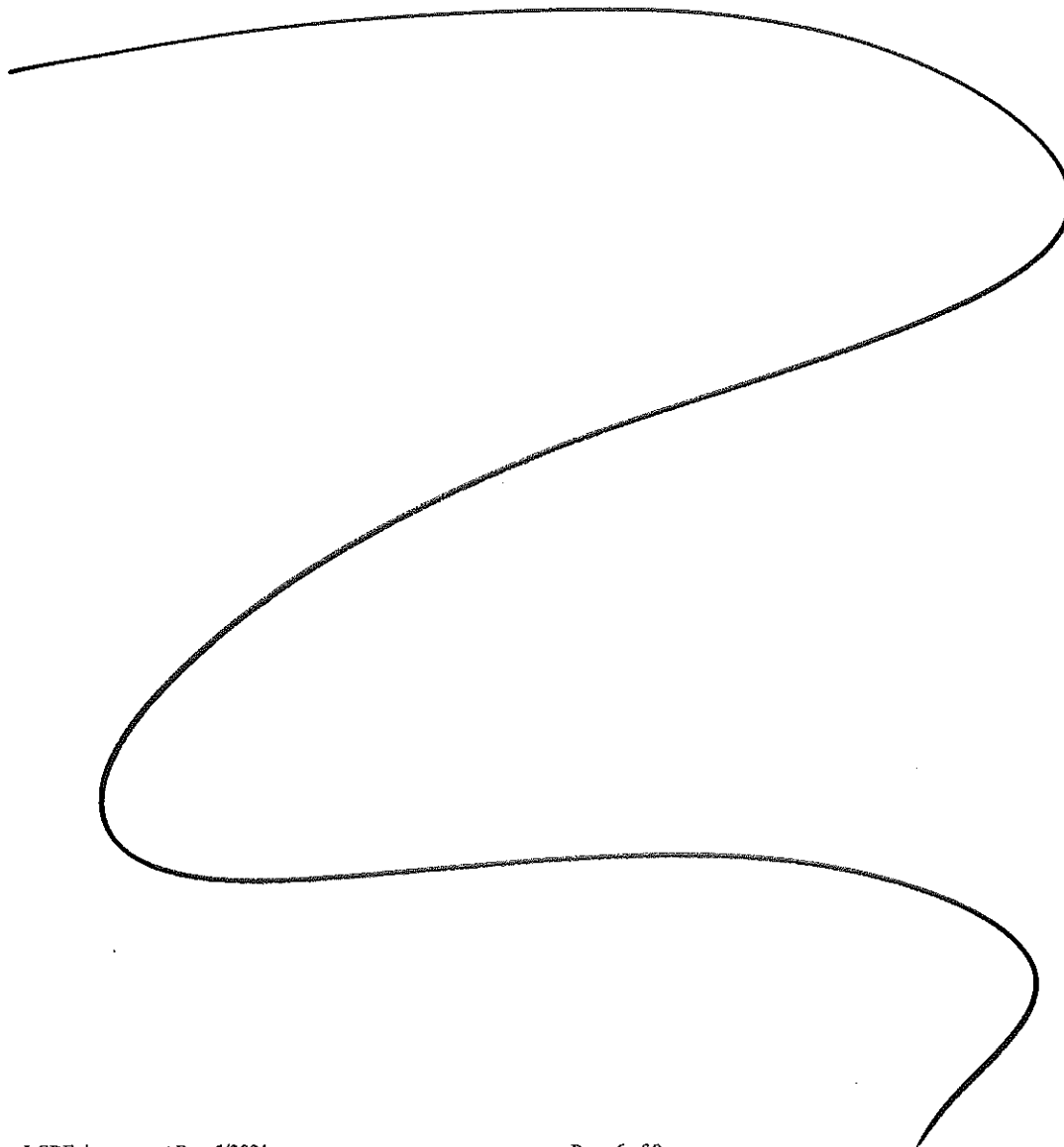
18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.



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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin MacLean
Title: Commission Chair

Date: June 28, 2021

Attest: Ellen White
County Clerk. Ellen White

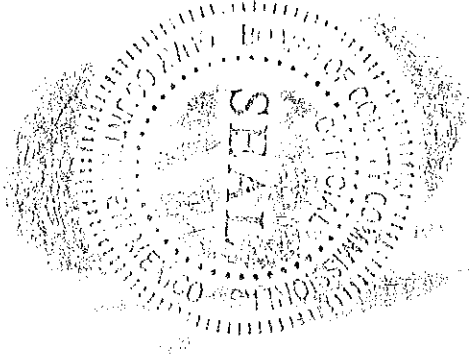


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

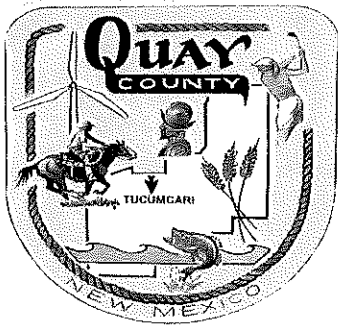
SCOPE OF
WORK: _____

FY22

ENTITY: Quay County Road Department DO: _____ CN: L400544
PROJECT #: SP 2021-2022

SCOPE OF WORK: Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping, Miscellaneous to Various County Roads.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Final Quantity	UNIT COST	FINAL COST
1.	Blading, Shaping, Drainage	SY	70,400		1.15	\$80,960.00
2.	Pit Run	CY	7,098.66		6.00	\$42,591.96
3.	Caliche/Millings	CY	7,098.66		0	0
4.	Water	Gal	600,000		0	0
TOTAL						\$123,551.96



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 42

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

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

WHERE AS, the total cost of the project will be **\$278,333.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$208,750.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$69,583.00**

TOTAL PROJECT COST IS **\$278,333.00**.

Quay County shall pay all costs, which exceed the total amount of **\$278,333.00**

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

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

The agreement terminates on December 31, 2022 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400530, Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2021-2022 to

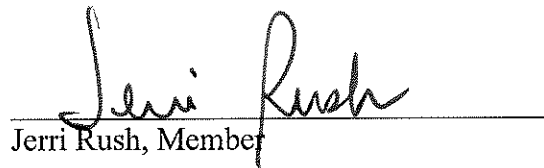
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads

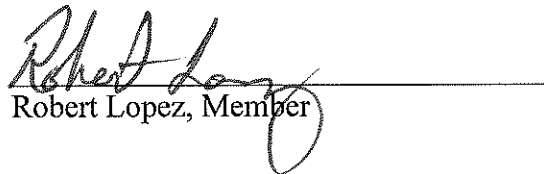
TERMINI: Quay Road 64 (Blocks 4100-4300) 2.15 miles

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

DONE AND RESOLVED this 28th day of June 2021.

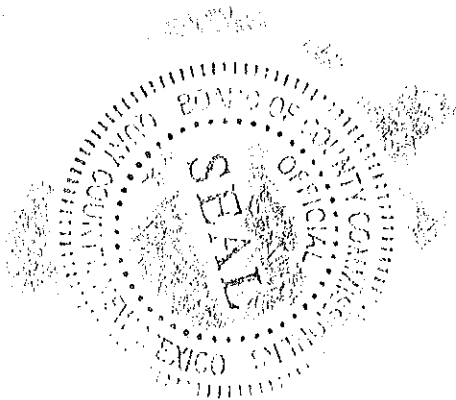

Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Control No. L400530

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county road**, as described in Control No. **L400530**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **Two Hundred Seventy-Eight Thousand, Three Hundred Thirty-Three Dollars (\$278,333.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%: **\$208,750.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various parking lots and entity streets

2. Public Entity's required proportional matching share shall be 25%: **\$69,583.00**

3. Total Project Cost: **\$278,333.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount **Two Hundred Seventy-Eight Thousand, Three Hundred Thirty-Three Dollars (\$278,333.00)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

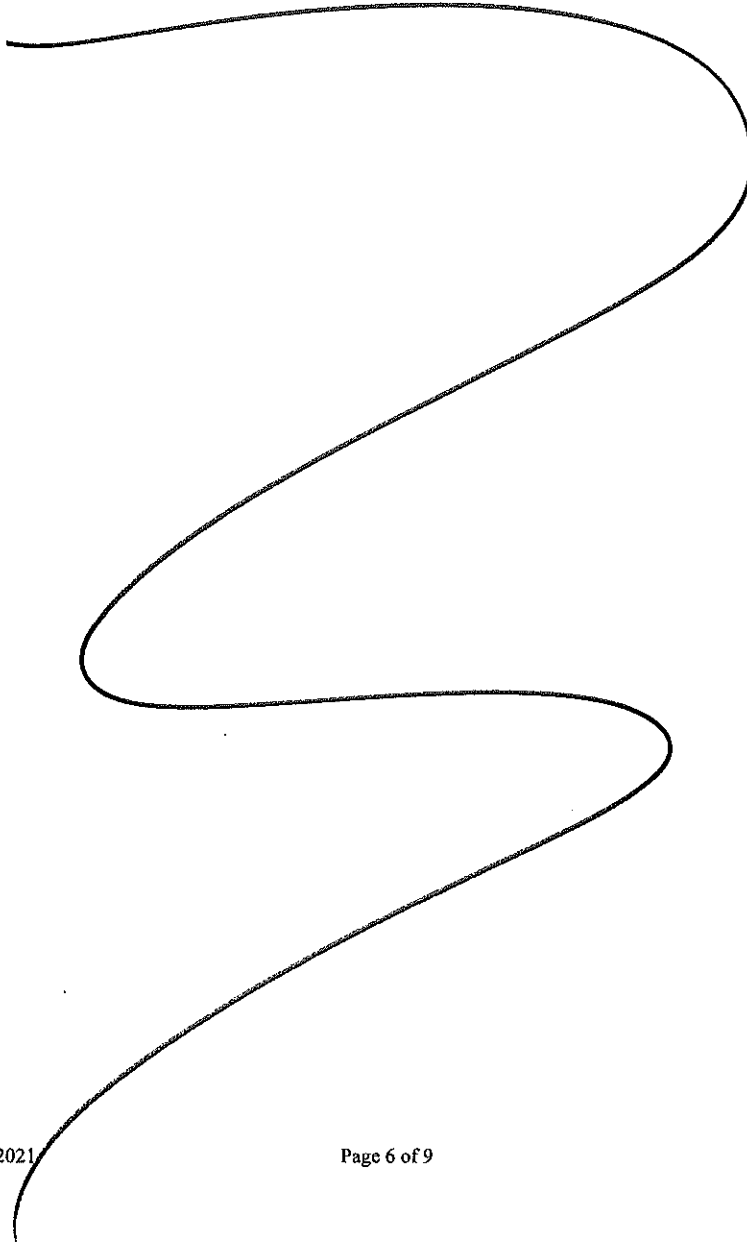
18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.



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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McAsland
Title: Commission Chair

Date: June 28, 2021

Attest: Ellen White
County Clerk. Ellen White

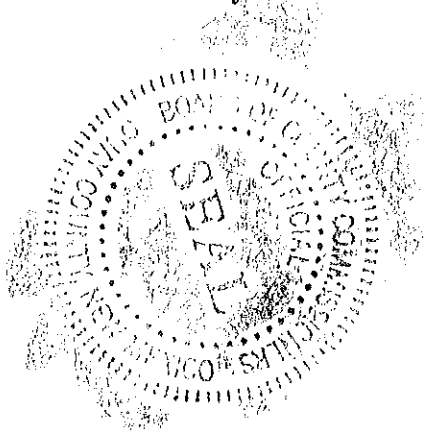


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

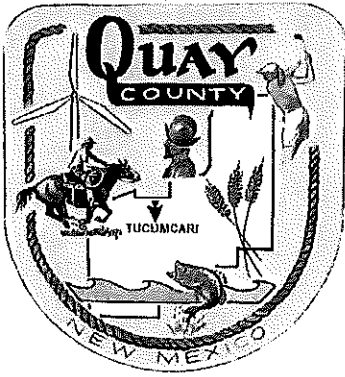
ESTIMATED SUMMARY COSTS & QUANTITIES

ENTITY: Quay County Road Department DO: _____ CN: L400530
PROJECT #: CAP 2021-2022

TERMINI: Quay Road 64 (Blocks 4100-4300) 2.15 miles

SCOPE OF WORK: Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping, Miscellaneous to Various County Roads.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Final Quantity	UNIT COST	FINAL COST
1.	½ inch Chips Double Pen	Tons	861.90		\$30.00	\$25,857.00
	Tax	%	25,857.00		8.3750	2,165.52
2.	HFE – 90	Tons	93.28		485.79	45,314.49
	Tax	%	45,314.49		8.3750	3,795.09
3.	Chip Spreader & Distributor	SY	55,968		.65	36,379.20
	Tax	%	36,379.20		6.6875	2,432.86
4.	Micro Surfacing CQS Emulsion	SY	55,968		2.35	131,524.80
	Tax	5	131,528.80		6.6875	8,795.72
5.	Mobilization	Mile	50		30.00	1,500.00
	Tax	%	1,500.00		6.6875	100.31
6.	Striping	LF	45,408		.30	13,622.40
	Tax	%	13,622.40		6.6875	911.00
8.	Labor	Hrs	200		15.6068	3,121.36
9.	Equipment	Hrs	152		43.642105	6,633.60
	TOTAL					\$282,153.35



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 43

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

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

WHERE AS, the total cost of the project will be \$ 278,333.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$ 208,750.00

and

b. **Quay County's** proportional matching share shall be 25% or \$ 69,583.00

TOTAL PROJECT COST IS \$ 278,333.00

Quay County shall pay all costs, which exceed the total amount of \$ 278,333.00

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

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

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

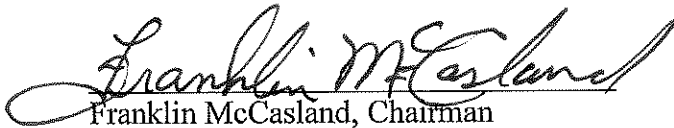
That **Quay County** requests a Match Waiver in the amount of \$ 69,583.00 for LGRF Project for year 2021-2022 to

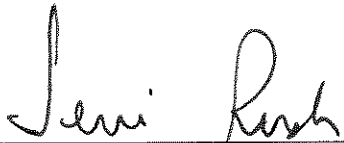
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads

TERMINI: Quay Road 64 (Blocks 4100-4300) 2.15 miles

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

DONE AND RESOLVED this 28th day of June 2021.

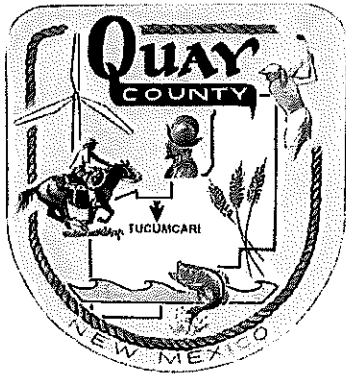

Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member




Ellen White, Quay County Clerk



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 44

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

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

WHEREAS, the total cost of the project will be \$ **133,333.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$ **100,000.00**

and

- b. **Quay County's** proportional matching share shall be 25% or \$ **33,333.00**

TOTAL PROJECT COST IS \$ **133,333.00**.

Quay County shall pay all costs, which exceed the total amount of \$ **133,333.00**

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

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

The agreement terminates on December 31, 2022 and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement **Control Number L400537 Vendor Number 54395** with the New Mexico Department of Transportation for LGRF Project for year 2021-2022 to

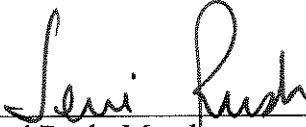
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

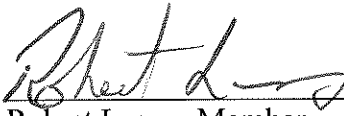
TERMINI: Quay Road AL (Blocks 6300-6500) 1.9 Miles; Quay Road Q (Blocks 5900-6000) 1 mile; Quay Road Y (Blocks 7640-7700) .60 miles

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

DONE AND RESOLVED this 28th day of June, 2021.

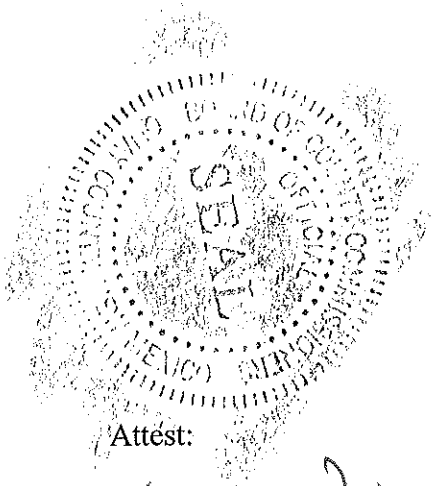

Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Control No. L400537

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

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

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county road**, as described in Control No. **L400537**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. For purpose stated above, the estimated total cost for the Project is **One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$133,333.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$100,000.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various parking lots and entity streets

2. Public Entity’s required proportional matching share shall be 25%: **\$33,333.00**

3. Total Project Cost: **\$133,333.00**

- b. The Public Entity shall pay all Project costs, which exceed the total amount **One Hundred Thirty-Three Thousand, Three Hundred Thirty-Three Dollars (\$133,333.00)**
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

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

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

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2022**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

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

8. Third Party Beneficiary.

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

9. Liability.

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

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

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

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

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

The remainder of this page is intentionally left blank.



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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Franklin McEasland

Date: June 28, 2021

Title: Commission Chair

Attest: Ellen White
County Clerk. Ellen White



EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

and completed on _____, 20____; and
3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

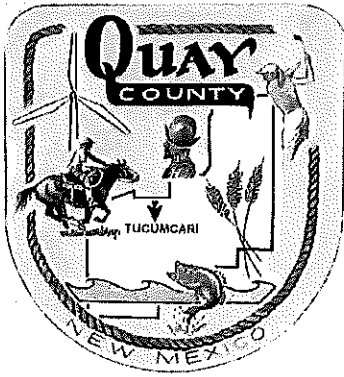
[illegible]

ENTITY: Quay County Road Department DO: _____ CN: L400537
PROJECT #: SB 2021-2022

TERMINI: Quay Road AL (Blocks 6300-6500) 1.9 Miles: Quay Road Q (Blocks 5900-6000) 1 mile; Quay Road Y (Blocks 7640-7700) .60 miles

SCOPE OF WORK: Pavement, Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping, Miscellaneous to Various County Roads.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	Final Quantity	UNIT COST	FINAL COST
1.	Blading, Shaping and Drainage	SY	59,722.67		1.1646.36	\$69,555.20
2.	Pit Run Resurfacing	CY	11,032.18		6.00	66,193.08
3.	Caliche / Millings	CY	11,032.18		0	0
4.	Water	Gal	500,000		0	0
TOTAL						\$135,748.28



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 45

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

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

WHERE AS, the total cost of the project will be **\$ 133,333.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$ 100,00.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$ 33,333.00**

TOTAL PROJECT COST IS **\$ 133,333.00**

Quay County shall pay all costs, which exceed the total amount of **\$ 133,333.00**

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

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

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

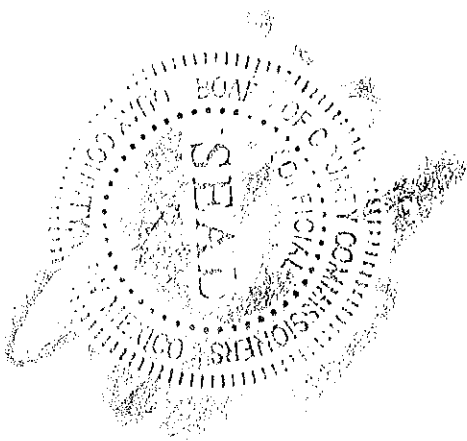
That **Quay County** requests a Match Waiver in the amount of **\$ 33,333.00** for LGRF Project for year 2021-2022 to


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


TERMINI: Quay Road AL (Blocks 6300-6500) 1.90 miles; Quay Road Q (Blocks 5900-6000) 1 mile; Quay Road Y (Blocks 7640-7700) .60 miles

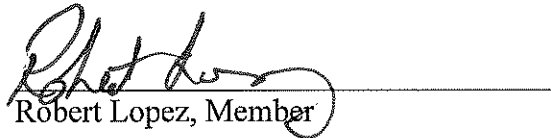
Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 28th day of June 2021.




Franklin McCasland, Chairman


Jerri Rush, Member


Robert Lopez, Member

Attest:


Ellen White, Quay County Clerk

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 46**

Authorization of Budgetary Increase to **Cash Transfer from Road Dept (402) to Debt Service (562); Debt Service Road Lease Expense; General Fund IT (401-92)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 28, 2021 the following was among the proceedings;

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

**State Fund 40400
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
40400-2004-59010 Debt Service – Prin. Payment	\$1,040.00	
40400-0001-61100 Transfers In		\$1,040.00

**State Fund 20400
Budgetary Increase**

20400-0001-61200 Transfers Out	\$1,040.00
---------------------------------------	-------------------

**State Fund 40400
Budgetary Increase**

40400-0001-46030 Interest Income	\$160,000.00
40400-2004-59050 Commitments & Other Fees	\$160,000.00

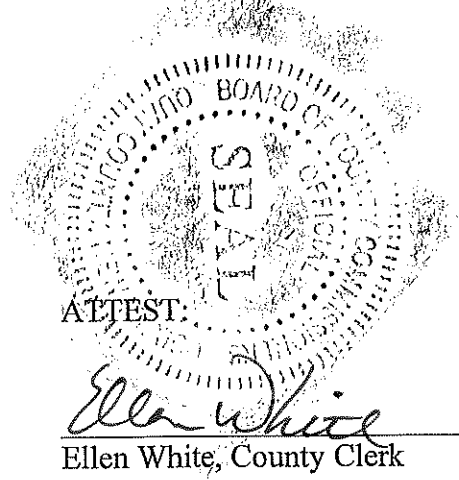
**State Fund 11000
Budgetary Increase**

11000-2011-55030 IT Contract - Professional Services	\$10,000.00
-------------------------------------------------------------	--------------------

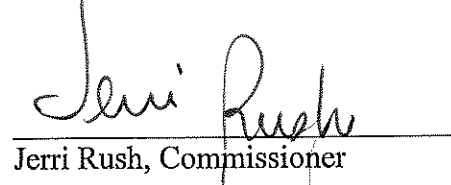
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Road Department Lease Payments exceeded budget; Increased Road Department Transfer Out and Debt Services Transfer In; Increase to NMFA Debt Reserve Account (Reconciliation of NMFA Statements as to Interest and Payments); Increased General Fund IT Contract Professional Services**


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

DONE at Tucumcari, County of Quay, New Mexico this 28th day of June, 2021.




Franklin McCasland, Commissioner


Jerri Rush, Commissioner


Robert Lopez, Commissioner

City of Tucumcari - Quay County - Village of Logan - Village of
San Jon - Village of House
Joint Powers Agreement
Governing the Tucumcari/Quay Regional Emergency
Communications Center

THIS AMENDED JOINT POWERS AGREEMENT is entered into by and between the City of Tucumcari, a New Mexico municipal corporation ("Tucumcari"), Quay County, a political subdivision of the State of New Mexico ("Quay"), the Village of Logan, a municipal corporation ("Logan"), the Village of San Jon, a municipal corporation ("San Jon") and the Village of House, a municipal corporation ("House").

RECITALS

1. It is in the best interests of Tucumcari, Quay, Logan, San Jon, and House to combine public safety communications dispatch functions in order to provide more efficient and responsive communications; and
2. Pursuant to the Joint Powers Agreements Act, NMSA 1978, Sections 11-1-1 through 11-1-7, Tucumcari, Quay, Logan, San Jon, and House are explicitly authorized to enter into a Joint Powers Agreement (hereinafter "JPA") to establish and govern a separate agency to possess and exercise common powers of the parties, which agency shall be a joint communications center known as the Tucumcari/Quay Regional Emergency Communications Center (TQRECC); and
3. Each party has agreed to make annual financial contributions as set forth in this agreement to operate TQRECC; based on the revenue from the County Emergency Communications GRT, to be reviewed annually in the third quarter of the fiscal year. To be included is a breakdown of each entity's contributions and costs. The County will deposit and hold the County Emergency Communication GRT in a separate fund and transfer funds to the fiscal agent when an invoice is submitted and approved by the Board.

NOW THEREFORE, in consideration of the mutual benefits that will accrue to Tucumcari, Quay, Logan, San Jon, and House and the residents thereof, the parties agree as follows:

PURPOSES

The purposes of this Joint Powers Agreement are: to define the terms and conditions for operating, administering and maintaining a joint enhanced 911 Regional Emergency Communications Center; to provide emergency telephone access for the citizens of the Municipalities and County; to obtain needed emergency services including fire, EMS and law enforcement services; and to provide for the emergency communications needs of the public safety agencies of the Municipalities and County. Communications services to be provided for each party through TQRECC shall include any independent contractor retained by any party to provide emergency response services.

I. THE TQRECC BOARD. TQRECC shall be governed by a Board of Directors (hereinafter "the TQRECC Board" or the "Board").

A. Membership. The TQRECC Board shall have nine (9) voting members. The voting members will be designated yearly in January by each entity.

1. One (1) member and a designated alternate member shall be appointed by the City Commission.
2. One (1) member and a designated alternate member shall be appointed by the Quay County Board of Commissioners.
3. The Tucumcari Police Chief shall be a member, and shall designate an alternate member.
4. The Quay County Sheriff shall be a member, and shall designate an alternate member.
5. The Tucumcari Fire Chief shall be a member, and shall designate an alternate member.
6. The Quay County Fire Marshal shall be a member, and shall designate an alternate member.
7. One (1) member and a designated alternate shall be appointed by the Commission for the Village of Logan.
8. One (1) member and a designated alternate shall be appointed by the Commission for the Village of San Jon.
9. One (1) member and a designated alternate member shall be appointed by the Commission for Village of House.

B. Powers and Duties. The TQRECC Board shall oversee all aspects of the operation of TQRECC consistent with the requirements and limitations herein.

I. Conduct of Business.

- a. Meetings. All meetings of the TQRECC Board shall be held in compliance with the New Mexico Open Meetings Act. The Board shall meet on at least a quarterly basis, and shall elect at least a Chairperson and a Vice-Chairperson and issue a statement of reasonable notice in compliance with the New Mexico Open Meetings Act, on at least an annual basis.

b. Quorum. A majority of the Board, including any designated alternate member attending in the absence of a member, shall constitute a quorum and shall have the authority to conduct the business of the Board.

c. Voting. Designated alternate members shall be entitled to vote only in the absence of the primary named member; a representative of the member who is not the designated alternate shall be allowed to participate in debate in the absence of the member and designated alternate, but shall not be entitled to vote as a member of the TQRECC Board. The TQRECC Chairman is a voting member of the Board.

d. By-laws. The Board shall enact By-laws, which must be approved by a 2/3 majority of a quorum of the Board after all Board members have received thirty (30) day notice of the time and place of the meeting, and that the By-laws will be considered for adoption or amendment. The TQRECC Board shall have the authority to replace the Chair or Vice-Chair upon a 2/3 vote of the quorum present. The By-laws shall address election of officers, and otherwise regulate the conduct of business of the Board, and may include any provisions not inconsistent with this JPA and the Open Meetings Act.

2. Financial Management. The TQRECC Board shall assure proper management and control over the finances and property belonging to TQRECC according to DFA.

a. Annual Submittals. On an annual basis, the TQRECC Board shall approve and submit the following to each party to this JPA:

- i. A financial statement audit performed by an independent certified public accountant selected by the fiscal agent, setting forth information including but not limited to revenues received and their sources, expenditures, and obligations incurred and unpaid during the reporting period; and
- ii. An inventory of equipment, real and personal property held or owned by TQRECC; and
- iii. A recommended budget for the following fiscal year, which shall be submitted prior to the earliest budget request deadline, set by either Tucumcari or Quay for internal department budget proposals.

b. Insurance. The TQRECC Board shall assure that all appropriate insurance coverage is procured for the activities of TQRECC, and the TQRECC Board (where appropriate), including but not limited to: Workman's Compensation Insurance, General Liability Insurance, Unemployment Insurance and Property Insurance. All coverages shall comply with statutory requirements to insure all liabilities under the New Mexico Tort Claims Act, and shall also include coverage for civil rights claims.

c. Contracts. The TQRECC Board shall have the authority to authorize the TQRECC Director to sign contracts with public or private entities consistent with the actions and policies of the TQRECC Board, the approved budget for TQRECC, and applicable fiscal agent Procurement Code requirements.

3. Operations Management. The TQRECC Board shall establish rules and regulations for the conduct of business by TQRECC, including but not limited to promulgation of administrative personnel regulations. The Board shall approve and set the compensation plan for all TQRECC personnel. Although employees of TQRECC shall technically be employees of the County of Quay for payroll and P.E.R.A. (Public Employee Retirement Association) purposes, they shall not be subject to the County's personnel regulations, nor oversight by Quay County, other than as a member of this TQRECC. TQRECC personnel shall be subject to all personnel regulations adopted by the TQRECC Board.

a. Supervision of the TQRECC Director. The TQRECC Board shall hire and supervise a Director of TQRECC, who shall be responsible for the day to day operations of TQRECC, and shall attend all TQRECC Board meetings whenever possible, and shall send an alternate when unable to attend. Members of the Board shall not be involved in the day-to-day operations of TQRECC except as outlined herein.

b. Duties of the Director. The Director of TQRECC shall be in charge of the day-to-day operations of TQRECC. Consistent with decisions, policies, and direction of the TQRECC Board, the Director's administrative and supervisory responsibilities shall include but not be limited to:

- i. Planning, directing and controlling the operations of TQRECC.
- ii. Hiring, training, and supervising all TQRECC personnel;
- iii. assigning and scheduling personnel;

- iv. Disciplining all personnel, including firing personnel with Board approval;
 - v. Maintaining a liaison with all agencies utilizing the communications system;
 - vi. Reporting to the Board on the operations of TQRECC.
 - vii. Seeking out additional sources of revenue for TQRECC, and administering any grants accepted by the TQRECC Board.
 - viii. The Director of TQRECC must be a certified dispatcher, or acquire certification within one (1) year of assuming the position.
- c. TQRECC Chair as Liaison. The Chairperson of the TQRECC Board shall be the primary liaison between the TQRECC Board and the Director of TQRECC, and shall have the authority to give direction to the TQRECC Director when needed prior to the next regularly scheduled meeting of the TQRECC Board. The Chairperson and the Director shall have a duty to report to the Board at its next meeting regarding any significant issues addressed by the Chair and the Director. The Vice-Chairperson shall have such authority and duty if the Chairperson is not available when needed by the TQRECC Director.
- d. Board Authority. The TQRECC Board shall have the authority to override any policy or other decisions made by the TQRECC Director, regardless of any initial direction which may have been provided by the Chairperson or Vice-Chairperson.

II. SUBCOMMITTEES. The TQRECC Board shall have the right to create subcommittees as needed from time to time to carry out the duties of the TQRECC Board, for whatever time period deemed appropriate by the Board.

III. FINANCIAL CONTRIBUTIONS. The financial contribution amounts required from the parties under this JPA shall be in addition to in-kind services to be provided under this JPA, such as fiscal agent services to be provided by Quay County or any other in-kind services or contributions the parties may choose to provide.

A. Tucumcari and Quay

1. Contributions. Tucumcari shall contribute Forty-Five Percent (45%) and Quay shall contribute Forty-Five Percent (45%) of the net operating budget of TQRECC for each fiscal year. The net operating budget will be the total operating budget minus the County Emergency Communications GRT contributions and minus contracted contributions for other entities.

2. Budget Procedures. Tucumcari and Quay shall consider the budget recommended by the TQRECC Board, and shall notify the Director of TQRECC no later than May 31st if the party has not included its share of the TQRECC budget proposed by the Board in the preliminary budget submitted by that party to the Department of Finance and Administration for the upcoming fiscal year. Neither Tucumcari nor Quay shall refuse to include its share of the budget proposed by TQRECC in its preliminary and final budgets if the proposed budget is equal to or less than the budget for TQRECC for the previous fiscal year, unless the governing bodies of both Tucumcari and Quay agree to so reduce the TQRECC budget.

B. Logan, San Jon, and House.

1. Contributions. The amount of contributions to the TQRECC budget for Logan, San Jon, and House shall be determined by the TQRECC Board on an annual basis as part of the process for a budget proposal to Tucumcari and Quay. The contributions shall not exceed 10% of the TQRECC net operating budget and shall be on a prorated basis between Logan, San Jon and House based upon each Municipality's respective population.

C. Services for Other Entities. Any other potential contributor will be charged an amount as established by the TQRECC Board in considering the contract to provide communications services. This shall include, but not be limited to, Harding County, San Miguel County, and the New Mexico State Parks.

D. Payment of Contributions. Tucumcari and Quay will pay monthly 1/12th of their respective requested annual contributions the first day of each month. Logan, San Jon, and House will pay annually and will be due by July 31st of each year.

E. Late Payment of Contributions. Contribution payments made thirty or more days after the due date will be subject to a late fee. The late fee will be determined by the TQRECC Board annually based on the prevailing late fee in use by the fiscal agent.

F. Use of Excess Funds. Any excess funds at the end of the fiscal year shall be carried over to the next year as reserve unless allocated as determined by the TQRECC Board.

IV. FISCAL AGENT. Quay County shall operate as the fiscal agent for TQRECC. The duties of the fiscal agent shall be as follows.

A. Financial Operations.

1. The fiscal agent shall bill and collect all revenues from the parties of this agreement for and on behalf of TQRECC at the precise times and in the amounts as determined through the procedures in Article III herein.
2. The fiscal agent will maintain separate accounting designated specifically for TQRECC revenue and operational accounts and related budgets.
3. The fiscal agent shall make all revenue or budget transfers and all disbursements for TQRECC, as directed by the TQRECC Director or his/her designee consistent with authority granted by the TQRECC Board.
4. The fiscal agent may charge monthly interest, not to exceed the highest rate allowed by law that accrues when TQRECC operations result in a negative cash position based upon completely updated transaction processing.
5. The fiscal agent shall not allow any department of the fiscal agent to charge against any account unless the department submits an invoice with supporting documentation to be approved by the TQRECC Director or Board, consistent with policies and procedures established by the TQRECC Board and the TQRECC Director and the State Procurement Code.
6. The fiscal agent shall be responsible for preparing financial reports for TQRECC on an annual basis and as may be requested by the TQRECC Board from time to time, and for presenting the reports to the TQRECC Board for review and approval.
7. The fiscal agent shall strictly account for all receipts and disbursements made pursuant to this JPA, in accordance with the State Procurement Code and all other applicable laws and regulations.
8. The fiscal agent will provide procurement services for TQRECC in accordance with the State Procurement Code, consistent with New Mexico law.
9. The fiscal agent shall account for all transactions on behalf of TQRECC, including those related to fixed assets, to provide for internal controls relating to the acquisition and disposal of fixed assets and proper recording of all liabilities.

10. The fiscal agent shall provide all necessary accounting records sufficient to facilitate a "stand alone" financial statement. The TQRECC financial statements shall be audited by an independent CPA selected by Quay County and all applicable reports shall be included in the annual audited financial statements referred to in II.B.2.a (i) "Annual Submittals". Such audits shall be performed in accordance with Governmental Audit Standards. The audit may be performed in conjunction with the Quay County annual audit as required by Office of the State Auditor.

B. Personnel Administration.

1. The fiscal agent will house all personnel files of TQRECC employees, and TQRECC staff, and shall be responsible for providing updated personnel documentation to the County to maintain personnel files.
2. The fiscal agent will provide human resource in-processing and maintenance for TQRECC employees' payroll system, based upon the payroll data provided by the TQRECC Director.
3. The fiscal agent shall be reimbursed actual cost of administration.

C. Limitations on Duties. The fiscal agent shall only be required to provide the services described herein, which shall not include:

1. Training services;
2. Benefits, programs or services specifically created for the usage of the fiscal agent's employees, other than administration of benefits provided through TQRECC's personnel policies;
3. Legal services;
4. Employee Assistance Program; or
5. Maintenance services not critical to the operations of TQRECC.

V. TQRECC FACILITIES. Tucumcari shall continue to provide space, utilities, and janitorial services for TQRECC, consistent with Tucumcari policies and procedures for providing space and services for Tucumcari entities. The City of Tucumcari will be reimbursed for the cost of providing these services.

VI. TERM OF AGREEMENT. This JPA shall be perpetual unless terminated as hereinafter provided.

A. Termination. If Tucumcari or Quay desires to terminate participation in this JPA, the party may do so only by providing written notice to the other parties at least one (1) year prior to the date of the proposed termination. If Logan, San Jon, or House desires to terminate participation in this JPA, the entity may do so by providing ninety (90) days written notice to the other parties. If Logan, San Jon, or House terminates participation in this JPA, the terms of this JPA shall continue in force as between the remaining parties. If Tucumcari or QUAY terminates participation in this JPA, the operations of TQRECC shall be discontinued upon the expiration of the termination period, unless a new JPA has been approved by the remaining parties and DFA prior to that time.

B. Ownership and Distribution of Property. All personal property previously owned by Tucumcari, Quay, Logan, San Jon or House for use in their individual dispatch centers and transferred to the possession of TQRECC shall become the personal property of TQRECC. TQRECC shall prepare a detailed inventory of all such equipment showing former ownership. This inventory shall be reviewed and approved by Tucumcari, Quay, Logan, and San Jon or House. TQRECC shall be responsible for inventorying this property with its own identification or property number and insuring said property to the extent necessary. Upon termination of this JPA, all real or personal property contributed by the parties shall be returned to the respective party that contributed such property and any all surplus real or personal property or any surplus money accrued by TQRECC pursuant to this JPA shall be returned to Tucumcari, Quay, Logan, and San Jon or House, in proportion to the most recent budgetary contribution percentages applicable herein.

VII. SEVERABILITY OF PROVISIONS. If any provision of this JPA is held invalid, the remainder of this JPA shall not be affected thereby and such remainder would constitute the JPA and TQRECC would continue to operate under the remaining provisions, unless the provision held invalid was such as to make the fulfillment of the purpose of this JPA impossible or impracticable.

VIII. TORT CLAIMS ACT. By entering into this Agreement, Tucumcari, Quay, Logan, San Jon, or House and their "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, "41-4-1 et seq., do not waive sovereign immunity, or any defense or limitation of liability pursuant to law. No provision in this JPA modifies or waives any provision of the New Mexico Tort Claims Act.

IX. EFFECTIVE DATE AND AMENDMENTS. This Agreement shall not be effective until approved by the Board of Commissioners for Quay County, the City Commission for the City of Tucumcari, the Board of Commissioners for the Village of Logan, the Board of Commissioners for the Village of San Jon, the Board of Commissioners for the Village of House, and the Department of Finance and Administration of the State of New Mexico (DFA). This Agreement cannot be amended except in writing signed by all of the parties to this JPA, and approved by DFA.

X. EXECUTION. This JPA shall be executed in six (6) originals.

XII. ENTIRE AGREEMENT AND REPEAL. This agreement contains the entire understanding of the parties and no oral promise or agreement made by any party hereto is valid and binding unless incorporated herein. Any and all agreements made by any of the parties prior to this JPA relating to TQRECC be and the same are hereby repealed and held for naught.

XIII. LIABILITY PROVISION. No party to this JPA shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act. Each party shall be solely responsible for any liability as a result of its own willful acts, gross negligence, or negligence, or that of its officers, directors, agents, employees, servants, representatives, consultants, or contractors, subject to the immunities and limitations of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF the parties have executed this Agreement as the dates documented below.

CITY OF TUCUMCARI:

MAYOR

DATE: _____

ATTEST:

CITY CLERK

VILLAGE OF LOGAN:

MAYOR

DATE: _____

ATTEST:

VILLAGE CLERK

QUAY COUNTY:


CHAIR COUNTY COMMISSION

DATE: 6-28-2021

ATTEST:


COUNTY CLERK

VILLAGE OF SAN JON:

MAYOR

DATE: _____

ATTEST:

VILLAGE CLERK

VILLAGE OF HOUSE:

MAYOR

DATE: _____

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

APPROVED AS TO FORM:

COUNTY ATTORNEY

THIS AGREEMENT HAS BEEN
APPROVED BY:

STATE OF NEW MEXICO
DEPARTMENT OF
FINANCE & ADMINISTRATION

BY: _____

DATE: _____