



Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS JULY 10, 2023

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 26, 2023

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Stephan Salas, Quay County Road Superintendent**
 - Request Approval of FY 22-23 Resolution No. 1 LGRF CAP Project & Agreement
 - Request Approval of FY 22-23 Resolution No. 2 CAP Project Match Waiver
 - Request Approval of FY 22-23 Resolution No. 3 COOP & Agreement
 - Request Approval of FY 22-23 Resolution No. 4 COOP Match Waiver
 - Request Approval of FY 22-23 Resolution No. 5 School Bus Route & Agreement
 - Road Update
 - Blade Report
- II. **Pierce Gutierrez, Quay County Emergency Manager**
 - Request Approval of FY 21-22 SHSGP Sub-Grant Agreement Extension
- III. **Jamie Luaders, Quay County Regional Emergency Communications Center Director**
 - Request Approval of FY 23-24 E -911 Grant Agreement
- IV. **Daniel Zamora, Quay County Manager**
 - Request Approval of RPHCA Award Acceptance
 - Managers Report
- V. **Approval of Accounts Payable**
- VI. **Commissioner Comments**



DOC #CM-00560

07/24/2023 01:34 PM Doc Type: COCOM

Fee (No FieldTag Finance Total Fees found)

Quay County, NM

Pages: 58
Ellen White - County Clerk, County Cle



VII. 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 – Low Water Crossing

Adjourn

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

**July 10, 2023
9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day July, 2023 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:

Robert Lopez, Chairman
Jerri Rush, Member
Brian Fortner, Member
Ellen White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Lucas Bugg, Quay County Fire Marshal
Dana Leonard, Quay County Assessor
Dennis Garcia, Quay County Sheriff
Richard Primrose, Quay County Consultant
Jamie Luaders, Quay County Dispatch Administrator
Pierce Gutierrez, Quay County Emergency Manager
Ron Warnick, Quay County Sun

The meeting was called to order by Chairman, Robert Lopez as he led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Brian Fortner to approve the June 26, 2023 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Agenda with amendments to the Resolution Fiscal Year corrections. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

Ongoing Business: NONE

NEW BUSINESS:

Daniel Zamora, Quay County Manager, requested approval of the following Resolutions on behalf of Quay County Road Superintendent, Stephen Salas:

- Request Approval of FY 23-24 Resolution No. 1 LGRF CAP Project & Agreement
- Request Approval of FY 23-24 Resolution No. 2 CAP Project Match Waiver
- Request Approval of FY 23-24 Resolution No. 3 COOP & Agreement
- Request Approval of FY 23-24 Resolution No. 4 COOP Match Waiver
- Request Approval of FY 23-24 Resolution No. 5 School Bus Route & Agreement

A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the above referenced Resolutions and Agreements. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye". Copies are attached.

Zamora stated, Salas reported the crews are still working on roadways that are impassable first and all other calls in the order they arrive.

Chairman Lopez stated the growth in the bar ditches is so high, it has diverted water down the roadways creating more damage. Zamora replied, as soon as the bar ditches dry up some, they can begin mowing again.

Zamora stated that the FEMA Representatives toured the damaged roadways in Quay County, but have yet to make a determination. Disaster Assistance from the State will be pursued and likely obtained for both Quay and Curry County.

Pierce Gutierrez, Quay County Emergency Manager, requested approval of the FY21-22 State Homeland Security Grant (SHSGP) Agreement Extension for a P25 Radio Repeater in the amount of \$41,016.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". A copy is attached.

In addition to the Emergency Managers request, Zamora informed the Commissioners the award letter from the Department of Homeland Security was received. This Grant totals \$28,011.50 and covers half of the salary and benefits for our Emergency Manager. The letter is attached to these minutes.

Quay County Dispatch Center Director, Jamie Luaders, requested approval of the FY23-24 E-911 Grant Agreement in the amount of \$638,369.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Grant Agreement. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye". A copy is attached.

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

- Approval of the RPHCA Award Acceptance Letter in the amount of \$111,920.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Award. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". A copy is attached.
- Reported the maximum allowed for Indigent Burial or Cremation was recently increased to \$1,000.00 per the New Mexico Legislature.
- Zamora, Sheriff Garcia and the District Court Administration has met to discuss a new camera system for the Courthouse to enhance security, along with additional ideas for other security concerns.
- A Public Hearing for ICIP (Infrastructure Capital Improvement Plan) will be held at the July 24th Commission Meeting.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending July 6, 2023. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

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

Commissioner Rush stated she did a Public Service Announcement at the Radio Station, thanking the citizens for their continued patience as the Road Department continues to work to address the damaged roadways due to the recent floods.

Commissioner Fortner thanked Xcel and Farmers Electric for their diligence in returning power to Quay County during the recent storms, quickly and efficiently.

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

- Section 10-15-1(H)7; Pertaining to Threatened or Pending Litigation – Low Water Crossing

THE MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner voting “aye”.

Time noted 9:25 a.m.

---Executive Session---

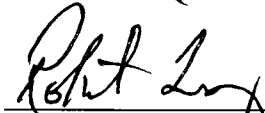
Return to regular session. Time noted 9:50 a.m.

Chairman Lopez reported No Action from Executive Session.

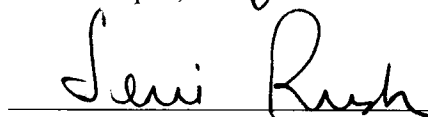
There being no further business, a MOTION was made by Jerri Rush SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Lopez voting “aye”. Time noted 9:55 a.m.

Respectfully submitted by Ellen White, Quay County Clerk

BOARD OF QUAY COUNTY COMMISSIONERS



Robert Lopez, Chairman

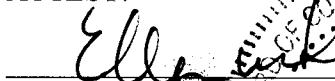


Jerri Rush, Member



Brian Fortner, Member

ATTEST:



Ellen White, County Clerk





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO 1.

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 **\$318,937.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$239,203.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$79,734.00**

TOTAL PROJECT COST IS **\$318,937.00**.

Quay County shall pay all costs, which exceed the total amount of **\$318,937.00**.

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, 2024 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.

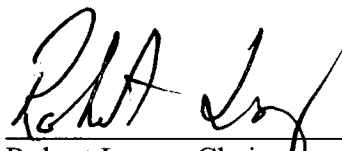
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Control Number **L400626**, Vendor Number **54395** with the New Mexico Department of Transportation for LGRF Project for year 2023-2024 to

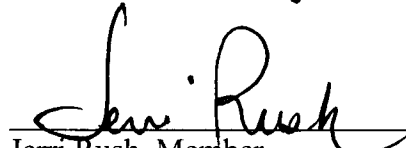
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

TERMINI: Quay Road AF (Blocks 6000-6300) 2.99 miles; Quay Road AR (Blocks 6300-6400) 1 mile

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


DONE AND RESOLVED this 10TH day of July 2023.

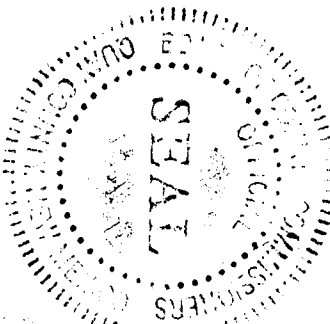

Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO. 2

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 **\$318,937.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$ 239,203.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$ 79,734.00**

TOTAL PROJECT COST IS **\$ 318,937.00**

Quay County shall pay all costs, which exceed the total amount of **\$ 318,937.00**

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:

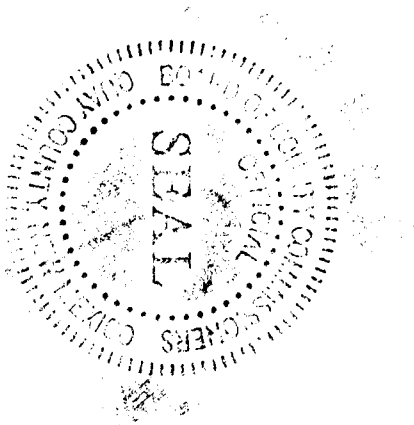
That **Quay County** requests a Match Waiver in the amount of **\$ 79,734.00** for LGRF Project for year 2023-2024 to

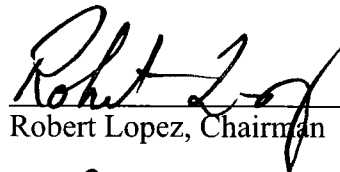
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads

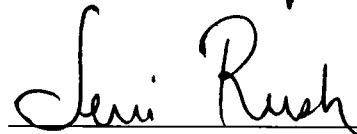
TERMINI: Quay Road AF (Blocks 6000-6300) 2.99 miles
Quay Road AR (Blocks 6300-6400) 1 mile

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

DONE AND RESOLVED this 10th day of July 2023.

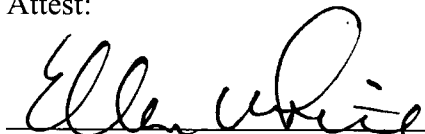



Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk

Contract No. _____
Vendor No. 54395
Control No. L400626

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 **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400626**, 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 **Three Hundred Eighteen Thousand Nine Hundred Thirty-Seven Dollars and No Cents (\$318,937.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$239,203.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$79,734.00**

3. Total Project Cost: **\$318,937.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount **Three Hundred Eighteen Thousand Nine Hundred Thirty-Seven Dollars and No Cents (\$318,937.00)**.

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 Tribal/Local Public Agency State Funding 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, 2024**. 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 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: Robt Long

Date: 7-10-23

Title: Chairman

Attest: Ellen White
County Clerk

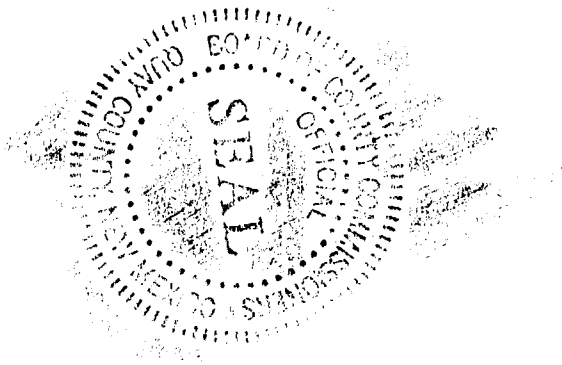


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding 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: _____

LGRF Agreement Rev 4/2023 Page 9 of 9 FY23



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO 3.

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 **\$156,883.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$117,662.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$39,221.00**

TOTAL PROJECT COST IS **\$156,883.00**

Quay County shall pay all costs, which exceed the total amount of **\$156,883.00**.

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, 2024 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.

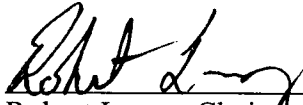
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Control Number **L400633**, Vendor Number **54395** with the New Mexico Department of Transportation for LGRF Project for year 2023-2024 to

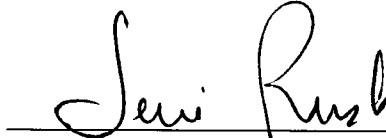
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads.

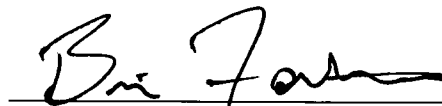
TERMINI: Quay Road 64.5 (Blocks 4040-4100) .61 miles
Quay Road AR (Blocks 6300 – 6424) 1.24 miles

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

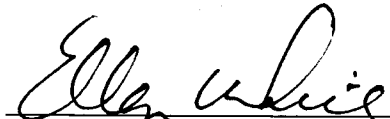
DONE AND RESOLVED this 10TH day of July 2023.


Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO. 4

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.

WHEREAS the total cost of the project will be **\$156,883.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$117,662.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$39,221.00**

TOTAL PROJECT COST IS \$156,883.00

Quay County shall pay all costs, which exceed the total amount of **\$156,883.00**

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 Waiver 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:

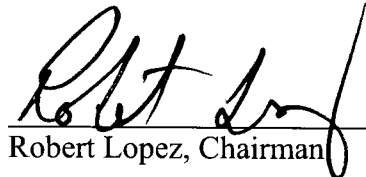
That **Quay County** requests a Match Waiver in the amount of **\$39,221.00** for LGRF Project for year 2023-2024 to

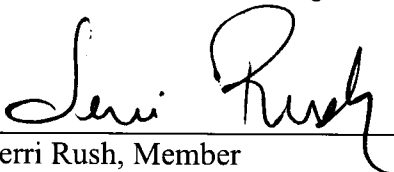
SCOPE: Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blading and shaping, and miscellaneous construction to various county roads

TERMINI: Quay Road 64.5 (Blocks 4040-4100) .61 miles
Quay Road AR (Blocks 6300-6424) 1.24 miles

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

DONE AND RESOLVED this 10th day of July 2023.


Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Control No. L400633

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 **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400633**, 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 Fifty-Six Thousand Eight Hundred Eighty-Three Dollars and No Cents (\$156,883.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$117,662.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$39,221.00**

3. Total Project Cost: **\$156,883.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Fifty-Six Thousand Eight Hundred Eighty-Three Dollars and No Cents (\$156,883.00)**.

- 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 Tribal/Local Public Agency State Funding 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, 2024**. 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 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: Robt Long

Date: 7-10-23

Title: Chairman

Attest: Ellen White
County Clerk

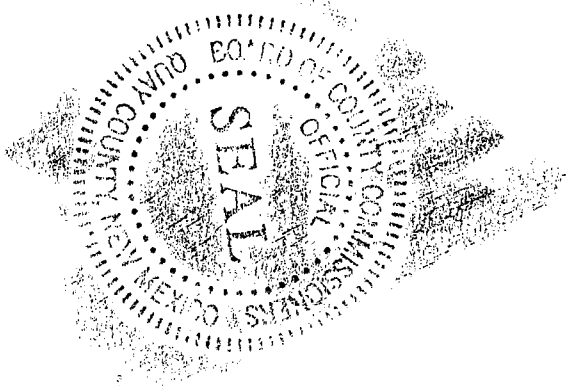


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding 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: _____

FY23



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO 5

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 **\$123,905.00** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$92,929.00**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$30,976.00**

TOTAL PROJECT COST IS **\$123,905.00**.

Quay County shall pay all costs, which exceed the total amount of **\$123,905.00**.

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, 2024 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 **L400640**, Vendor Number **54395** with the New Mexico Department of Transportation for LGRF Project for year 2023-2024 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 63 (Blocks 3600-3700) 1 mile

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

DONE AND RESOLVED this 10TH day of July 2023.

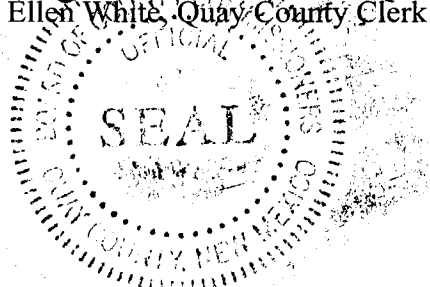

Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk



Contract No. _____
Vendor No. 54395
Control No. L400640

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 **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400640**, 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-Three Thousand Nine Hundred Five Dollars and No Cents (\$123,905.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$92,929.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$30,976.00**

3. Total Project Cost: **\$123,905.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Twenty-Three Thousand Nine Hundred Five Dollars and No Cents (\$123,905.00)**.

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 Tribal/Local Public Agency State Funding 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, 2024**. 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 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: Robert L. [Signature]

Date: 7-10-23

Title: Chairman

Attest: Ellen L. [Signature]
County Clerk

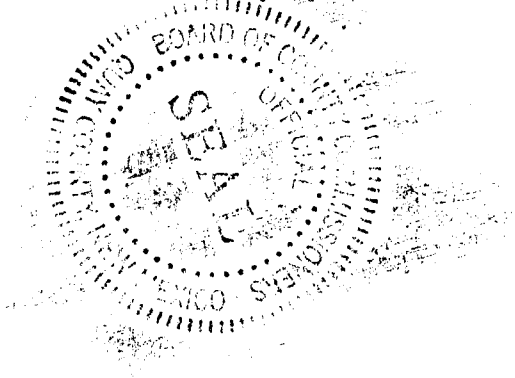


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

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

Entity: _____

Scope of Work (Including Routes and Termini):

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

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding 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: _____

[illegible]



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY &
EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT AMENDMENT 1
2021 State Homeland Security Grant Program (SHSGP)
2021 Federal Grant No.: EMW-2021-SS-00061-S01 CFDA No.: 97.067

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMW-2021-SS-00061-S01-01		Quay County		Quay County	
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. DUNS NUMBER		7. CAGE CODE	
54395	85-6000238	051336105		5RFT1	
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
300 S. 3 rd St. Tucumcari, NM 88401			PO Box 1246 Tucumcari, NM 88401		
10. DHSEM CONTACT NAME:		11. CONTACT CELL PHONE:		505-415-0020	
Catherine Watson		CONTACT EMAIL ADDRESS:		Catherine.Watson@DHSEM.nm.gov DHSEM.Grants@state.nm.us	
THIS AMENDMENT IS TO EXTEND THE PERFORMANCE PERIOD END DATE TO JUNE 30, 2024.					
12a. PERFORMANCE PERIOD START DATE		January 1, 2022		12b. PERFORMANCE PERIOD END DATE	
				June 30, 2024	
13a. SHSGP FEDERAL AWARD			13b. SHSGP TOTAL SUB-RECIPIENT AWARD		
\$ 41,016.00			\$ 41,016.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	P25 Radio Repeater			\$ 41,016.00	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
TOTAL AMOUNT OF PROJECTS				\$ 41,016.00	



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT AMENDMENT 1
2021 State Homeland Security Grant Program

2021 Federal Grant No. EMW-2021-SS-00061-S01 CFDA No. 97.067

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **Quay County** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES			
Signature of Emergency Management Program Manager		DATE	
		07/05/2023	
Printed Name: Pierce Gutierrez			
Contact Number:	575-403-5286	e-Mail Address:	pierce.gutierrez@quaycounty-nm.gov
Signature of Jurisdiction Chief Financial Officer		DATE	
		07/05/2023	
Printed Name: Cheryl Simpson			
Contact Number:		e-Mail Address:	cheryl.simpson@quaycounty-nm.gov
Signature of Jurisdiction Signatory Official		DATE	
		7-10-23	
Printed Name: Daniel Zeman			
Contact Number:	(575) 403-4788	e-Mail Address:	daniel.zeman@quaycounty-nm.gov
NM DHSEM SIGNATURES			
Signature of DHSEM Grants Unit Manager		DATE	
Valli Wasp		Digitally signed by Valli Wasp Date: 2023.07.11 13:09:41 -06'00'	
Print Name:			
Signature of DHSEM Cabinet Secretary		DATE	
Carla R. Walton		Digitally signed by Carla R. Walton Date: 2023.07.11 14:12:23 -06'00'	
Print Name:			

Please route 1 copy and email back to:

Catherine.Watson@DHSEM.nm.gov and copy DHSEM.grants@state.nm.us



Michelle Lujan Grisham
Governor

David Dye
Cabinet Secretary

Ali Rye
Deputy Cabinet Secretary

Carla Walton
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

June 30, 2023

Daniel Zamora, County Manager
Quay County, Quay County Office of Emergency Management
300 S 3rd Street
Tucumcari, NM 88401

Dear Daniel Zamora,

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) is pleased to announce the 2023 Emergency Management Performance Grant (EMPG) approved funding award for Quay County.

Quay County has been awarded Salary and Benefits of \$28,011.50 federal share with a required match of \$28,011.50.

The EMPG Sub-grant Agreement is anticipated to be distributed in late July, after DHSEM receives the award from FEMA. Please contact Valli Wasp, Grants Support Unit Manager, by email valli.wasp1@dhsem.nm.gov, or mobile phone (505) 231-4995 if you have any questions.

We look forward to continuing a successful partnership.

Respectfully,

Carla M. Walton
Deputy Cabinet Secretary for Administration

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 24-E-14

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Quay**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “**Act**”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “**Enhanced 911 Requirements**” or “**E-911 Rules.**”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“**PSAP**”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the **Public Safety Answering Points (PSAPs)** at the **County of Quay**, which also provides **E-911 related services to Quay and Harding counties**, as well as **E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware**; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “**Grantee**” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **June 20, 2023**, the State Board of Finance awarded the Grantee **\$638,639.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2023**, through **June 30, 2024**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$638,639.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Jamie Luaders**
Title: **Director**
Address: **206 East Center**
Tucumcari, NM 88401

Phone: **575-461-2280**
Fax: **575-467-0418**
Email: **Jamie.Luaders@Quaycounty-nm.gov**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: **Stephen Weinkauff, or his successor**
Title: **E-911 Bureau Chief**
Address: **Department of Finance and Administration**
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: **505-660-3637**
Fax: **505-827-4948**
Email: **Stephen.Weinkauff@dfa.nm.gov**

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Daniel Zamora

(Printed Name)

County Manager

(Title, Organization)

7/10/23

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Wesley Billingsley, Local Government Division Director

Date

Exhibit A**PSAP Annual Report
DUE JUNE 30th, 2024**

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://docs.google.com/forms/d/e/1FAIpQLSdl8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOQ/viewform?usp=sf_link). Or copy and paste this link into your browser: https://docs.google.com/forms/d/e/1FAIpQLSdl8-hUvKZ5By19g2JfzPP7UR4k7a6NSatPI0-M3oaLCijKOQ/viewform?usp=sf_link

The name and photo associated with your Google account will be recorded when you upload files and submit this form. Your email is not part of your response. Any files that are uploaded will be shared outside of the organization they belong to.

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
Respondent contact information:	
Exact Address of the PSAP (No P.O. Boxes)	
Number of E911 Call System positions: (if a position is used for both call taking and dispatching, list it as such)	
Number of Radio Dispatch positions:	
MIS System, include make and model:	
Mapping Server, include make and model:	
911 Call system, include make and model:	
911 Call System operating software version:	
Radio System, include make and model:	
Logging recorder, include make and model	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
PSAP Manager or coordinator and alternate: contact name, phone numbers, and email address:	
PSAP Training officer name, phone number, and email address	
MSAG coordinator name, address, phone number, and email address:	
GIS representative name, phone number, and email address:	

Section 10.6.2.11 D(8)	
Section	PSAP Input
CAD system, include make and model:	
10-digit administrative number: Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
PSAP insurance provider name, point of contact, and policy numbers as proof of hazard and liability insurance: (add file)	
List Back-up PSAP(s):	
Secondary PSAPs within your county: Note: "a PSAP to which 911 calls are transferred from a primary PSAP." A secondary PSAP does not receive any direct 911 calls. It only received 911 calls as transfers from another PSAP. e.g., Sheriff's office or Tribal agencies you transfer 911 calls to or do not dispatch for.	
Attach any JPA and MOU(s) documenting agreement(s): (add file)	
Upload established procedure to handle calls from speech and hearing-impaired individuals: (add file)	
Upload developed procedures for handling unanswered or silent 911 calls: (add file)	
Number of certified telecommunicators and dispatchers	
Upload Certified Dispatcher roster: (add file)	

Section 10.6.2.11 D(8)	
Section	PSAP Input
Is your PSAP Emergency Medical Dispatch certified?	<input type="radio"/> Yes <input type="radio"/> No
Are there plans to purchase, install, or upgrade to a NG911 capable CAD? If so when is the expected upgrade?	
Are there plans to purchase, install, or upgrade to a new Radio System? If so when is the expected upgrade?	
List current MOU(s) in place with neighboring agencies, municipalities, and counties. <ul style="list-style-type: none">MOU(s) for overlapping dispatch jurisdiction.	

Exhibit B

**Federal 911 Resource Center Report
DUE JANUARY 30th, 2024**

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	County of Quay	Grant Award:	638,639
Address:	PO Box 1188 Tucumcari, NM 88401	Project Number:	24-E-14
Telephone:	505-461-4400	Grant Period:	July 1, 2023 - June 30, 2024
Number of Funded PSAP Positions:		Tucumcari - 4	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	354,306
NextGen 9-1-1 ESInet & NGCS	43,752
Dispatch Software	
Recorder	
UPS/Generator	73,495
Capital Subtotal	471,553
Recurring Network/Managed Services	
E-911 Voice Network	55,067
Data Network	1,500
NextGen 9-1-1 ESInet	14,176
NextGen 9-1-1 NGCS	27,119
Wireless Cost Recovery	-
Recurring Network/Circuit Subtotal	97,863
Recurring Maintenance	
System Maintenance	36,295
Recurring Maintenance Subtotal	36,295
Services/Training	
911 Related Training	4,000
911 Related GIS	4,000
911 Consulting Services	
GIS Consulting Services	21,429
Interpretive Services	500
Minor Equipment	3,000
Services/Training Subtotal	32,929
TOTAL	638,639



New Mexico
**Department of Finance
and Administration**

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Designate Wayne Propst

Local Government Division
Wesley Billingsley, Division Director

June 21st, 2023

Jamie Luaders
PSAP Manager, Quay County Regional Emergency Communication Center
206 East Center
Tucumcari, NM 88401

Subject: Fiscal Year 2024 E-911 Grant Agreement

Dear: **Ms. Lauders**

Attached is the **County of Quay** fiscal year 2024 (FY24) E-911 Grant Agreement. This Grant Agreement reflects the **County of Quay** approved budget by the State Board of Finance for FY24. As the official Grantee representative responsible for the overall supervision of this grant agreement, please route the attached grant agreement for approval by your fiscal agent and signature by an Authorized Signatory.

Grant Agreements will be e-signed and executed via DocuSign. Please provide the email address for the identified authorized signatory for the fiscal agent and an envelope will be sent via DocuSign for their signature.

After the Local Government Division (LGD) signs the grant agreement, we will provide the fully executed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY24 expenses.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen Weinkauff', written in a cursive style.

Stephen Weinkauff, E-911 Bureau Chief
Local Government Division

Attachment: FY24 E-911 Grant Agreement



MICHELLE LUJAN GRISHAM
Governor

PATRICK M. ALLEN
Cabinet Secretary

July 5, 2023

Daniel Zamora
Quay County
P.O. Box 1246
Tucumcari, NM 88401
Daniel.Zamora@quaycounty-nm.gov

Dear Daniel Zamora:

The New Mexico Department of Health's Office of Primary Care and Rural Health (OPCRH) has completed its evaluation of the proposal submitted for the Rural Primary Health Care Act (RPHCA) through the Health Care Exemption (HCE) process. The OPCRH evaluated your proposal based on 1) application completeness; 2) ensuring all mandatory supporting documentation was included and were appropriate/acceptable and the most current; and 3) request was acceptable eligible items/uses of expenditures.

We are pleased to inform you that **Quay County** has been awarded a contract through the HCE process. The contract term will be from July 1, 2023 (or when the contract is executed) - June 30, 2024 in the amount of \$111,920.00.

The Division requests a written acceptance of this award letter signed by the person authorized to accept or decline within seven (7) calendar days upon receipt of this letter. The process must occur in a timely manner to finalize the contract.

☒ Accept
☐ Decline

<u><i>Daniel Zamora</i></u>	<u>07-11-23</u>
Signature of Person to Authorized to Accept or Decline	Date

Should you have any questions regarding this award letter, please contact Crystal Begay at crystal.begay@doh.nm.gov or (505) 699-8911.

Sincerely,

Crystal Begay
Director, Office of Primary Care and Rural Health