



Quay County Government

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS August 28, 2023

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 7, 2023

Approval/Amendment of Agenda

Public Comment



DOC #CM-00563

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Fee: (No FieldTag Finance.TotalFees found)

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

Pages: 32



New Business

- I. **Renee Hayoz, PMS Administrator**
 - Request Approval of RHPCA Agreement
- II. **Doyle Rush, Quay County Citizen**
 - Discussion of 2700- 2800 Block of Quay Rd 41
- III. **Phyllis Taylor, AICP, Sites Southwest Principal**
 - Presentation of Comprehensive Plan Update Proposal
 - Request Approval of Comprehensive Plan Update Proposal
- IV. **Jacob Farris, Verkada Sales Representative**
 - Presentation of Camera System Demo
 - Request Approval of Camera System Proposal
- V. **Carole Keith, C.R.A.F.T Board Member**
 - Request Approval of Rental Fee Reduction
- VI. **Vincent Soule, CECD, Eastern Plains Council of Government, Deputy Director**
 - Presentation of Eastern Plains Council of Governments Update
 - Request Approval of EPGOG FY 2023-2024 Membership Resolution No.11 and Agreement
- VII. **Lee Judd, Tucumcari/Quay County Chamber of Commerce Board Chair**
 - Presentation of Tucumcari/ Quay County Chamber of Commerce Update
 - Request Approval of 2023 Quay County Funding

- VIII. Stephan Salas, Quay County Road Superintendent**
- **Road Update**
- IX. Jamie Luaders, Quay County TQRECC Director**
- **Request Approval of TQRECC UPS Maintenance Renewal**
- X. Lucas Bugg, Quay, Quay County Fire Marshall**
- **Request Approval of Fire Protection Grant for Porter Fire Dept**
 - **Request Approval of Fire Protection Grant for Jordan Fire Dept**
 - **Request Approval of Fire Protection Grant for Forrest**
 - **Request Approval of Fire Protection Grant for Bard- Endee**
 - **Request Approval of Fire Protection Grant for Fire I**
 - **Request Approval of Fire Protection Grant for Fire II**
 - **Request Approval of Fire Protection Grant for Fire III**
- XI. Ellen White, Quay County Clerk**
- **Request Approval of Ordinance No. 55; Submitting Gross Receipt Tax Questions to Votes at Nov 7th Election**
- XII. Daniel Zamora, Quay County Manager**
- **Presentation of Aug 2023 GRT**
 - **Manager's Report**
- XIII. Indigent Claims Board**
- **Call Meeting to Order**
 - **Request Approval of Indigent Minutes**
 - **Request Approval of Indigent Claims**
 - **Adjourn**
- XIV. Approval of Accounts Payable**
- XV. Commissioner Comments**
- XVI. 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**
 - **Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase of the Disposal of Real Property or Water Rights – Quay Road 41**
- XVII. Robert Lopez, Quay County Commission Chair**
- **Appointment of Viewers**

Adjourn

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 28, 2023

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 28th day August, 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
Stephen Salas, Quay County Road Superintendent
James Kleinsasser, Quay County Assessor Chief Deputy
Jamie Luaders, Quay County Dispatch Administrator
Renee Hayoz, PMS Administrator
Lee Judd, Bobby Hockaday, Kenton Perkins, Quay County Chamber of Commerce
Carole Keith, C.R.A.F.T Board Member
Vincent Soule, Eastern Plains Council of Governments
Mr. & Mrs. Doyle Rush, Residents
Donald Carter, Resident
Amanda Hammer, 10th Judicial District Court Administrator
Lisa Downey, Summer Intern Program
Tim Hagaman, Regional NE Economic Development
Ron Warnick, Quay County Sun

VIA ZOOM:

Phyllis Taylor, AICP Sites Southwest Principal
Jacob Farris, Verkada Sales Representative

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 August 7, 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 as presented. The MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner voting “aye”.

Public Comment: None

Ongoing Business: NONE

NEW BUSINESS:

Renee Hayoz, Presbyterian Medical Services Administrator, requested approval of the Agreement between Quay County and NM Department of Health for RHPCA funding totaling \$111,920.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.

Mr. Doyle Rush inquired as to the status of the 2700-2800 block of Quay Road 41. The road was closed, and Mr. Rush remains adamant it was not closed properly according to law and requests it be opened. Chairman Lopez stated the County is in the process of appointing new road viewers and as soon as three are appointed, they will make a recommendation to the Commissioners.

Phyllis Taylor, AICP Sites Southwest Principal presented a proposal to update the Quay County Comprehensive Plan. Along with the presentation, Taylor requested approval to allow Sites Southwest to perform the services of updating the Plan for the amount of \$50,000.00. Zamora noted the funds for this were awarded to Quay County in a Grant. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Proposal. MOTION carried with all members voting “aye”. A copy is attached.

Jacob Farris, Verkada Sales Representative, provided a presentation of a camera system available that would enable the County to provide additional security measures at the Courthouse for all offices and employees. Zamora stated this is a huge step in a positive direction to provide 24/7 surveillance and aid in the protection of those present in the building. Amanda Hammer, Tenth Judicial District Court Administrator said the Courts are excited to have this added layer of protection, particularly on Fridays, when they are the only offices open in the building. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the purchase of the system. MOTION carried with all members voting “aye”. A copy of the Agreement is attached.

Carol Keith, C.R.A.F.T. Board Member, requested use of the North Exhibit Center and Kitchen area at a reduced rate for the upcoming 49th Annual Craft Fair, slated for November 9th – 11th. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the reduced rate of \$250 plus a \$50 deposit for cleaning. MOTION carried with all members voting “aye”.

Vincent Soule, Deputy Director for Eastern Plains Council of Governments gave a brief overview of services they provide to Quay County. Soule requested approval of FY2023-24 Resolution No. 11; Establishing Quay County Membership at EPCOG. A MOTION was made

by Brian Fortner, SECONDED by Jerri Rush to approve Resolution No. 11. MOTION carried with all members voting “aye”. A copy of Resolution No. 11 is attached.

Lee Judd, Tucumcari/Quay County Chamber of Commerce Board Chair, requested approval of 2023 funding from Quay County to the Chamber in the budgeted amount of \$10,000.00. Judd provided some information regarding the current disrepair of the building following the recent flooding. Judd also reported the position for a new Director would be advertised when the building was repaired. Meanwhile, Judd noted, the Board Members are taking up the slack of the business surrounding the Chamber. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to provide financial support to the Chamber in the budgeted amount of \$10,000.00. MOTION carried with all members voting “aye”.

Stephen Salas, Quay County Road Superintendent, gave the following update:

1. The final walk through of the Quay Road AP project has been completed with the close-out expected next week.
2. The 22-23 School Bus Projects are complete with the close-out of the Quay Road AL project.
3. Zamora, Salas and Darla Munsell will be attending the TLPA training so the County will remain eligible for Federal Funding. The meeting is set for next week in Las Vegas, NM.
4. A bridge inspection has yet to be performed to determine the safety of the old Bridge on Route 66.

Jamie Luaders, Quay County Dispatch Center Administrator, requested approval of the UPS Maintenance Renewal totaling \$3,535.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Maintenance Agreement. MOTION carried with all members voting “aye”. A copy is attached.

Lucas Bugg, Quay County Fire Marshal, requested approval of following Fire Protection Grant Applications:

- Porter Fire Dept – PPE totaling \$94,000.00.
- Jordan Fire Dept – SCBA Equipment totaling \$117,910.00.
- Forrest – Rescue Extrication Equipment totaling \$45,355.00.
- Bard- Endee – Wildland Apparatus totaling \$306,500.00.
- Fire I – Wildland Apparatus totaling \$306,500.00.
- Fire II – Rescue Extrication Equipment totaling \$110,314.10.
- Fire III – PPE & SCBA Equipment totaling \$124,163.00.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve all the Fire Protection Grant Applications as submitted. MOTION carried with all members voting “aye”. Copies are attached.

Quay County Clerk, Ellen White, requested approval to submit Ordinance No. 55; Special County Hospital Gross Receipts Tax Question to voters of Quay County by providing the question on the November 7th Local Election Ballot. A MOTION was made by Brian Fortner,

SECONDED by Jerri Rush to approve the question being placed on the ballot. MOTION carried with all members voting “aye”. A copy is attached.

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

- Distributed the monthly Gross Receipts Tax Report.
- Reported most inmates are currently housed outside of Quay County Detention Center so officers can receive additional training and repairs can be made safely at the Detention Center.
- TextMyGov should be available for use next week.
- ClearGov software has not yet been implemented.

Commissioner Lopez called the Indigent Claims Board to order. Time noted 10:30 a.m.

----INDIGENT CLAIMS----

Indigent Claims Board meeting was adjourned and the meeting returned to regular session. Time noted 10:35 a.m.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending August 24, 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: NONE

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;
- Section 10-15-1(H)8; Discussion of the Purchase, Acquisition, or Disposal of real property or water rights – Quay Road 41

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

Time noted 10:40 a.m.

---Executive Session---

Return to regular session. Time noted 11:40 a.m.

Chairman Lopez reported No Action from Executive Session.

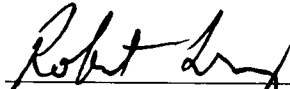
Chairman Lopez requested approval of the following citizens to be appointed as the 2023-2024 Road Viewers for Quay County: Larry Wallin, Craig Cosner and Glenn Briscoe. A MOTION

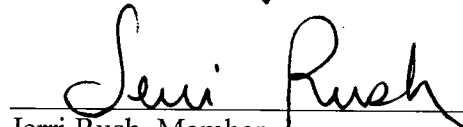
was made by Brian Fortner, SECONDED by Jerri Rush to approve the members, pending their acceptance. MOTION carried with all members voting "aye".

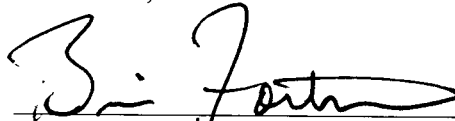
There being no further business, a MOTION was made by Jerri Rush SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". Time noted 11:45 a.m.

Respectfully submitted by Ellen White, Quay County Clerk


BOARD OF QUAY COUNTY COMMISSIONERS

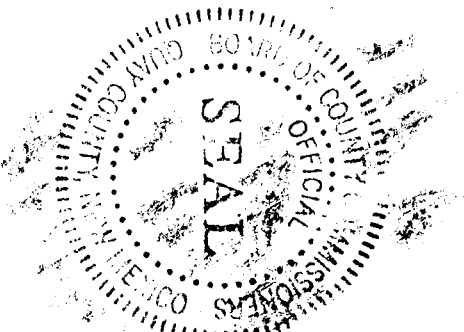

Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

ATTEST:


Ellen White, County Clerk



- II. Ensure policies and procedures states that no person will be denied health care services they require because of their inability to pay. These policies and procedures should address medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty guidelines without third party coverage. The facility must:

- III. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).

- V. Maintain for inspection the appropriate and most current facility licensure from the Agency Health Facility Licensing & Certification Bureau by providing:

- 2

- VI. Authorize the Agency access to all Health Resources and Services Administration (HRSA) documentation (if HRSA funded) regarding:
 - 1. Site visit reports and findings relating to the operation of the health centers.
 - 2. Scheduled visits by HRSA. Notify the Agency in advance of the HRSA visit.
- VII. Participate in clinic site visit(s) conducted by the Agency and allow Agency participation in Board Meetings both in person and/or virtual.
- VIII. Complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.
- IX. Work with County and Tribal Health Councils, and Agency Health Promotion groups.
- X. Ensure Governing Board membership is generally representative of the HCUA(s) and the majority of the Governing Board shall be consumers of the primary health care services it provides.
- XI. Adhere to the National Standards on Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve the quality of services provided to all individuals, which will ultimately help reduce health disparities and achieve health equity.
- XII. Display the Agency and RPHCA as a funding source by:
 - 1. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source.
 - 2. Posting on Contractor websites stating the funding source.
- XIII. Notify the Agency in writing within 30 days of receipt of official notification of:
 - 1. Changes in funding to support the activities identified in this contract from the following types of sources: state, federal, private foundation grants, or contracts. The Agency may reevaluate the need for financial assistance.
 - 2. Changes to points of contact.
- XIV. Attend meetings (in person or virtually) and collaborate as necessary with Agency in the event of any public health emergency (such as natural disasters and/or disease outbreaks) to ensure delivery of effective and appropriate health care services to serve the health needs of the public.

Deliverables

- XV. Submit three (3) Baseline Reports: Annual Project Level of Operations forms, Contract Action Plan, and QI/QA Plan with invoice by the third (3rd) working day in August in each State fiscal year.
- XVI. Submit Monthly Level of Operations and Monthly Narrative Report by the second (2nd) Friday of each month in each State fiscal year.
- XVII. All required reports must be received and approved by Agency before invoice is approved and payment distributed.

Performance will be monitored and evaluated by periodic work reviews, review of narrative and data reports, and scheduled consultations (in person and/or virtually) with the Agency. Contractor shall:

- XIX. Expand health care access in rural and underserved areas. Report will address:
1. Total number of medical and dental encounters at community-based primary care centers.
 2. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, and self-pay.
- XX. Failure to comply with above items I-XX will result in payment delays and the Agency will reevaluate the need for financial assistance.

Deliverables Paid Monthly	FY24	Grand Total
Baseline Reports (3) - Annual Projected Level of Operations; Contract Action Plan; and QI/QA Plan for each reporting clinic site, received and approved by AGENCY by the third (3rd) working day in September, with an invoice not to exceed a total of \$13,700.00.	\$13,700.00	\$13,700.00
Monthly Services - A monthly invoice equivalent to 1/12 draw, which represents adherence to the requirements outlined in the scope of work, received and approved by AGENCY by the third (3rd) working day of each month, in the amount of \$9,822.00 not to exceed a total of \$98,220.00.	\$98,220.00	\$98,220.00
TOTAL BUDGET	\$111,920.00	\$111,920.00

The administering agency is the DOH.

A. The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$111,920.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$111,920.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No

- ## 5. PROPERTY

6. CLIENT RECORDS AND CONFIDENTIALITY

- ## 7. FUNDS ACCOUNTABILITY

8. LIABILITY

9. TERMINATION OF AGREEMENT

5

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

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2024** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

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

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

solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

New Mexico Department of Health

Entity

By: _____
Authorized Signature Designee

By: [Signature], Co. Manager

Date: _____

Date: 8-28-23

Certified For Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: [Signature], Co. Clerk

Date: _____

Date: 8-28-23

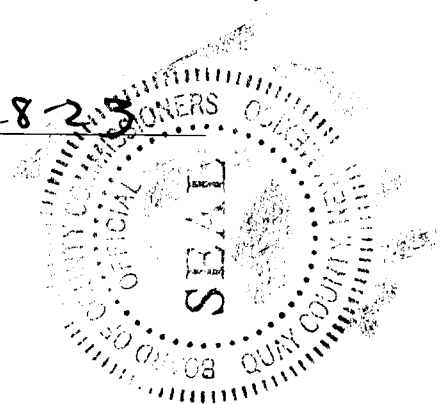


EXHIBIT 1

SCOPE OF WORK AND COST PROPOSAL

The comprehensive plan for Quay County will include the components of a comprehensive plan, with an emphasis on an economic development chapter and supporting information that meet state requirements for LEDA plans. The plan will be designed to ensure that all elements support the economic development goals of the plan.

PHASE 1: PLAN KICKOFF, VISIONING, AND OPPORTUNITIES AND CONSTRAINTS ANALYSIS

During this phase, our team will become familiar with the current conditions in Quay County to understand the County's opportunities and challenges. We will analyze Census data and receive input from local stakeholders to make informed and reliable recommendations to the County and community regarding programs, policies, and actions.

TASK 1.1. KICKOFF MEETING

Sites Southwest will hold a project kickoff phone call or virtual meeting with County staff responsible for the comprehensive plan to clarify scope and project goals; identify needed background information (plans, mapping, policies, and ordinances); clarify staff and consultant roles and responsibilities; confirm community engagement process to solicit public input into the plan; identify stakeholders to be interviewed; and confirm the schedule.

TASK 1.2. EXISTING CONDITIONS REVIEW

Sites Southwest will use our knowledge of Quay County and thorough analysis of data to update the current plan. We are experienced using a range of readily available data (ESRI, US Census, Bureau of Labor Statistics, State agencies), and locally available data (County, Greater Tucumcari EDC, Tucumcari/Quay County Chamber of Commerce, and EPCOG) to understand the big picture and prepare a base map in ArcGIS. We will supplement published data through interviews and compiling locally available raw data.

We will assess existing conditions and note changes since the last plan was adopted, including demographics, market and development trends, growth projections, status of historic, cultural, and natural resources, housing, economic development, community facilities and services, infrastructure (water supply, storm water drainage, and wastewater), transportation, emergency services (fire protection, medical services, and law enforcement) and land use. We will also review regional plans and economic development strategies for the region and discuss how these plans and the Quay County Comprehensive Plan can support one another. Through this review we will identify strengths, weaknesses, opportunities, and threats (SWOT analysis).

TASK 1.3. SITE VISIT #1

Sites Southwest will work with the County to determine the best ways to involve the community, elected officials, and stakeholders, in the development of the plan. The goal of the meetings during the first site visit is to find a common vision and give the consultant team enough information to identify the best tools to realize the vision. This site visit is also an opportunity to meet key department staff within the County government. It is County staff who will implement the plan, and their involvement in setting priorities is important.

The first site visit will include:

Town Hall Meeting. At this first meeting, Sites Southwest will engage the community to introduce the Comprehensive Plan Update, explain what it involves and the process, identify accomplishments since the most recent prior plan, hear what residents desire for the community, and gather initial input on opportunities and constraints. We assume that these meetings will be held in person.

Stakeholder Meetings. To learn what is most important to the County in this update, we will conduct stakeholder interviews with key individuals who can provide insight on the issues that are of concern to the County. These stakeholders may include County officials, local businesses, institutions and organizations and other key stakeholders that County staff recommend. We will meet in person with stakeholders as time allows and will follow up with others by phone.

PHASE 2: DEVELOP COMPREHENSIVE PLAN AND IMPLEMENTATION ACTIONS

During this phase, the Sites Southwest team will take what we have learned in the analysis and talking to community members and leaders to draft recommendations that will help the County achieve its goals.

TASK 2.1. DRAFT PLAN

At the start of Phase 2, Sites Southwest will check in with County staff to review community input, determine the outline, and identify next steps. Using the information generated from Phase 1, we will draft the Comprehensive Plan and present it to the community for input.

To best serve the County we will discuss what information should be retained from the previous Comprehensive Plan (with the understanding that it must be updated), what should be changed, and what new goals, policies, and actions are needed in the update. The draft plan will include the following at a minimum:

Introduction—County Profile: The introduction will explain the purpose of the plan, its components, and will include current statistics and information about the County's setting, history, government structure, the local economy and socioeconomic characteristics and trends. This section will provide the community profile required by the State's CCI manual.

Land and Resource Management: The purpose of this section is to highlight the natural resources in Quay County as well as the customs and culture that sustain the county's economy. This section will describe the customs and culture of the county, the legal framework for county adoption of a plan that reinforces its authority to protect the customs and culture of the county, and federal and state requirements for consultation with counties prior to actions that impact them, including specific Federal laws. This chapter will update conditions since 2018 and address landowner concerns regarding the resources and related use of land. The plan will review processes and policies currently in place and suggest changes if needed to ensure that the intent of this section is met.

County Development: This chapter will discuss development patterns in the County and land use regulations such as the Quay County Subdivision Ordinance. The purpose of the chapter is to identify the locations of land uses, initiatives to promote desired development, and areas in need of improvement.

Economic Development: This chapter will be the centerpiece of the LEDA component. The background information, goals, and proposed actions will be coordinated with the County and regional economic development activities. Programs that are offered by existing economic development organizations

meet several of the requirements of the state's CCI initiative. If there is a need for other economic development approaches to satisfy the requirements of LEDA, those will be noted in this element.

Housing: The housing element will evaluate existing housing conditions and goals for utilizing existing housing stock and developing new housing to support the existing population and future growth.

Community Services and Public Facilities: This chapter will cover the services that the County offers and public facilities managed and maintained by the County. The chapter will identify capital improvements needed for County facilities.

Transportation, Roads, and Infrastructure: Sites Southwest will update this element based on discussions with County staff, including general conditions and ongoing maintenance, recent and planned projects and needed upgrades. The team will also consider how residents' access local and regional destinations and identify opportunities to create additional transportation options. Background information for this element will come from staff interviews and review of infrastructure master plans, asset management plans, preliminary engineering reports, and other documentation of need.

Hazards Mitigation: Comprehensive Plans are now required to include an element on hazard mitigation. This chapter will be coordinated with existing emergency management agencies in Quay County. The existing emergency management plans will be referenced in this chapter. This section will reference adopted plans and priorities related to flood hazards, wildfire, hazardous materials, and public safety.

Implementation: The implementation plan will identify priorities for future County actions. The plan will summarize priorities in a table format that identifies potential funding and phasing for priority projects. The County can use this table when seeking funding for these capital improvement projects. This chapter will be developed with review and input by department staff. The priorities typically align with the County's ICIP priorities and can recommend additions to the ICIP if new projects are identified through the plan.

TASK 2.2. SITE VISIT #2

The purpose of the second site visit will be to review the draft plan with the County and community. Prior to the visit, we will make the draft plan available for the County to share with your staff and the community. Meetings will be in-person if possible or online if large meetings are still discouraged.

Town Hall Meeting. We will facilitate a second town hall meeting to present the draft plan's key ideas, goals, policies, and actions to the community. This will likely be an open house format so community members can review and give feedback on each element before the plan's finalization and adoption.

Staff Workshop. We will meet with key department staff to review the priorities and determine the best ways to accomplish the goals of the plan. Through this workshop, we will firm up the recommended actions and responsibilities for the implementation chapter.

PHASE 3: ADOPT AND FINALIZE COMPREHENSIVE PLAN

The purpose of this phase is to finalize the plan document for adoption followed by preparing the final plan document.

TASK 3.1. PRESENTATION TO THE COUNTY COMMISSION

Sites Southwest will present an overview of the process, vision, key recommendations, goals, policies, and implementation actions of the Comprehensive Plan to the governing body for review and adoption.

TASK 3.2. PREPARE FINAL COMPREHENSIVE PLAN

Sites Southwest will incorporate the County's edits, as well as any agreed upon edits from the public into a final Comprehensive Plan. Sites Southwest will provide the County with the source files and PDF copies of the report suitable for printing and for posting on the web.

COST PROPOSAL

The proposed cost by phase is below:

Quay County Comprehensive Plan with LEDA Component Cost Proposal		
	Task Description	<u>Cost</u>
Phase 1.	Plan Kickoff, Visioning, and SWOT Analysis	\$15,537.25
Phase 2.	Develop Comprehensive Plan and Implementation Actions	\$22,832.75
Phase 3.	Adopt and Finalize Comprehensive Plan	\$5,640.00
Phase 4.	Reimbursables (Direct Costs)	\$2,447.61
TOTAL ALL PHASES		\$46,457.61
	NM Gross Receipts Tax (7.625%)	\$3,542.39
	Total Including NMGR	\$50,000.00

Quay County
300 S 3rd St
Tucumcari, NM 88401

July 26, 2023

Attn: Daniel Zamora
RE: Quay Co - Admin Building – Verkada VS Upgrade REV2
Lead # 501380

APIC Solutions will replace the existing video surveillance system and install Verkada, cloud based video surveillance. System consist of (14) Indoor Dome 5MP - 30 days, and (2) Bullet Cameras – 8MP - 30 days and new data cable infrastructure. Cameras will be mounted in the same location as existing cameras.

Scope of work as follows:

MDF: (Provide and Install)

- (16) Verkada Licenses 1 year / 5 year
- (1) 24 Port Patch Panel.
- (1) 24 Port Switch
- (1) UPS 550 Rack Mount
- (Lot) Cat6 Patch Cables.
- Remove existing video surveillance recorders. Return to customer.
- Install above equipment in existing space in rack. Connect to existing 120VAC.

Field: (Provide and Install)

- (3,000') Cat 6 UTP CMP Cable
- (LOT) Data Connectors
- (14) Verkada Indoor Dome Camera - 5MP - 30 days
- (2) Verkada Bullet Wide Camera – 8MP - 30 days
- (LOT) Surface mount raceway, cable support and fasteners.
- Remove existing video surveillance cameras and return to customer.
- Remove existing video surveillance cable and disposal.
- Optimize programming of all cameras for 30+ days of storage. Verify views and focal points with customer. Provide training of system to customer.



5550 Midway Park Place NE
Albuquerque, NM 87109
Contractor Lic. #373987
(505)345-1381 Phone
(505)345-1365 Fax
www.apicnm.com

MATRIX:

- 1 Exterior North Sidewalk Bullet – 8MP - 30 days
- 2 Exterior Judge Office Bullet – 8MP - 30 days
- 3 Interior Judge Hall Indoor Dome - 5MP - 30 days
- 4 Interior Open Office Indoor Dome - 5MP - 30 days
- 5 Interior Clerks Entry Indoor Dome - 5MP - 30 days
- 6 Interior 2nd FL Hall Indoor Dome - 5MP - 30 days
- 7 Interior Lavatory Hall Indoor Dome - 5MP - 30 days
- 8 Interior Clerks Office Indoor Dome - 5MP - 30 days
- 9 Interior Domestic Office Indoor Dome - 5MP - 30 days
- 10 Interior 2nd FL Stairs Indoor Dome - 5MP - 30 days
- 11 Interior File Stairs Indoor Dome - 5MP - 30 days
- 12 Interior Elevator Basement Indoor Dome - 5MP - 30 days
- 13 Interior Main Entry Indoor Dome - 5MP - 30 days
- 14 Interior Elevator Basement Indoor Dome - 5MP - 30 days
- 15 Interior North Hall Indoor Dome - 5MP - 30 days
- 16 Interior Sheriff's Office Indoor Dome - 5MP - 30 days

PRODUCT DESCRIPTION	QTY	UNIT COST	LINE TOTAL
24 Port Switch - 400W - 16P PoE+ & 8P PoE++ - 2 SFP Port	1	\$ 1,104.42	\$ 1,104.42
Rack Mount 550VA - UPS/Battery Backup	1	\$ 692.17	\$ 692.17
1 Channel - IP Video Power and Data Surge Protector	3	\$ 82.29	\$ 246.87
Camera Back Box with Ceiling Grid Support	14	\$ 22.12	\$ 309.68
Cat 6 UTP CMP - Yellow	3000	\$ 0.42	\$ 1,260.00
RJ-45 Conn. (Box of 25)	1	\$ 60.47	\$ 60.47
24-Port Cat 6 Patch Panel	1	\$ 264.26	\$ 264.26
3' Cat 6 Patch Cord - Blue	16	\$ 11.08	\$ 177.28
7' Cat 6 Patch Cord - Blue	3	\$ 13.11	\$ 39.33
1U Horizontal Wire Manager	2	\$ 96.84	\$ 193.68
Cord Organizer Kit	2	\$ 26.84	\$ 53.68
Verkada 5-Year Camera License	16	\$ 477.07	\$ 7,633.12
Verkada CD42 Indoor Dome Camera, 5MP, Fixed Lens, 256GB of Storage, Maximum 30 Days of Retention	14	\$ 868.11	\$ 12,153.54
Verkada 8.0MP Zoom Outdoor Bullet 98ft 512GB30 Days	2	\$ 1,562.72	\$ 3,125.44
Verkada Square Junction Box Mount	2	\$ 77.34	\$ 154.68
Freight	LOT	\$ 456.62	\$ 456.62

Please send all PO's to orders@apicnm.com | 505-345-1381



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Lodging & Per Diem	LOT	\$ 2,716.00	\$ 2,716.00
Material/Equipment Total			\$ 30,641.24
Labor and Commissioning Total			\$ 27,750.00
Subtotal			\$ 58,391.24
Tax on Labor Only @ 8.1250%			\$ 2,254.69
Bond			\$ 398.50
TOTAL PROJECT COST			\$ 61,044.43

Based on State Price Agreement 00-00000-20-00093

NOTES AND EXCLUSIONS

- Proposal **EXCLUDES** all associated permits and fees unless specified
- Proposal **EXCLUDES** any unforeseen conditions; any equipment not listed in this quote
- Proposal **EXCLUDES** any additional electrical/cooling upgrades required for this project.
- Proposal **EXCLUDES** patching, painting, and replacement of ceiling tiles.
- Proposal **EXCLUDES** the correction of existing code violations.
- Proposal **EXCLUDES** any warranty on existing equipment.
- Proposal **ASSUMES** all existing equipment is in proper working order. Unless otherwise stated above.
- Proposal is **VALID** for 30 days.

WARRANTY TERMS

- This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.

PAYMENT TERMS

- As per the state price agreement 00-00000-20-00093 all invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.

Please send all PO's to orders@apicnm.com | 505-345-1381



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The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work, Project Pricing, and Terms and Conditions** in this document:

QUAY COUNTY	APIC SOLUTIONS INC
Name: <i>Robert Lopez</i>	Name:
Signature: <i>[Signature]</i>	Signature:
Title and Date: <i>Chairman 8/28/23</i>	Title and Date:

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Sarge Modesto
505-933-2112

Please send all PO's to orders@apicnm.com | 505-345-1381

Resolution No. 11 2023-2024

RESOLUTION AND AGREEMENT
OF
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2023-2024

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

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

- a. Implement the work program as established by the EPCOG Board of Directors for the **2023-2024 Fiscal Year** including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

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

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning **July 1, 2023 and ending June 30, 2024.**
- c. The MEMBER hereby appoints Brian Fortner as their designated representative and Daniel Zamora as alternate.

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

ATTESTATION:

Ellen L. White
Clerk or other Authorized Official

MEMBER GOVERNMENT

Robert Long
Signature of Authorized Official

ATTESTATION:

Mary Gray
Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS

Sandy Chancey
Sandy Chancey, Executive Director

SEPS, Inc.

Mike Howley
Phone: (630) 320-3096
mhowley@seps-inc.com
www.seps-inc.com



Keeping You in Power

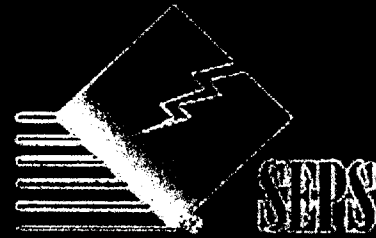
TQRECC

TQRECC UPS Maintenance Renewal

Proposal #: 157583 - Rev: 1

Date: 08/14/2023

Mike Howley
(630) 320-3096
mhowley@seps-inc.com



TQRECC UPS Maintenance Renewal

Invoice To:	End User:
Quay County 300 S. Third Street P.O. Box 1246 Tucumcari NM 88401	TQRECC

TQRECC, TUCUMCARI PD COMM. CENTER, 206 E. CENTER STREET, TUCUMCARI, NM 88401, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 1	Eaton Powerware	BL262T0017		FS/P/24hr	1 Major 7x24	\$3,535.00
UPS 1 BATT 1			10	PM/24hr	Annual VRLA 7x24	-
UPS 1 BATT 2			10	PM/24hr	Annual VRLA 7x24	-
UPS 1 BATT 3			10	PM/24hr	Annual VRLA 7x24	-
UPS 1 BATT 4			10	PM/24hr	Annual VRLA 7x24	-
UPS 1 BATT 5			10	PM/24hr	Annual VRLA 7x24	-
UPS 1 BATT 6			10	PM/24hr	Annual VRLA 7x24	-
Site Total:						\$3,535.00

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

TQRECC, TUCUMCARI PD COMM. CENTER, 206 E. CENTER STREET, TUCUMCARI, NM 88401, US	\$3,535.00
Tax	\$0.00
Total	\$3,535.00



SEPS, Inc.
7531 Brush Hill Rd., Burr Ridge, IL 60527
Phone: 630.986.8899
www.seps-inc.com

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Proposal #: 157583
Date: 8/14/2023

Mike Howley
(630) 320-3096
mhowley@seps-inc.com



Agreement and Terms

Contract Start	Contract End	Payment Term	Billing Cycle
09/06/2023	09/05/2024	Net 30 Days	1 Year Annual Billing In Advance
Proposal expires 30 days after the contract start date			



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SEPS, Inc. Terms & Conditions will apply to orders based on this proposal.

SEPS, Inc. Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

SEPS, Inc.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

TQRECC

Signature: _____

Date: _____

Printed Name: _____

Title: _____

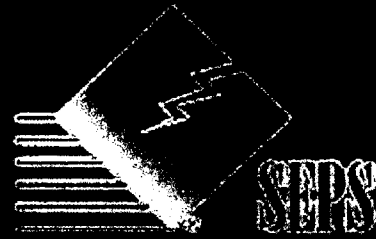
[Handwritten Signature]
8-21-2023
Jamie Loaders
Director / PSAP
Mgr.



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Service Agreement

SEPS, Inc. will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in SEPS, Inc. Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by SEPS, Inc. and Customer expressly subject to the standard commercial Terms and Conditions of SEPS, Inc. all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
 - a. Minor inspection(s) (if applicable) will be scheduled at the convenience of SEPS, Inc. and normally will not require a system shutdown.
 - b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. SEPS, Inc. will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, SEPS, Inc. will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. SEPS, Inc. will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

*RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY SEPS, Inc., TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

3. SEPS, Inc. will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of SEPS, Inc.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by SEPS, Inc. and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by SEPS, Inc. and proper storage of spare parts. Customer will allow SEPS, Inc. ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by SEPS, Inc., it will be performed in accordance with general manufacturer's recommendations and standard industry practice. SEPS, Inc. assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

G. TERM and TERMINATION:



SEPS, Inc.
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Proposal #: 157583
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Mike Howley
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mhowley@seps-inc.com



1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or SEPS, Inc. may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) SEPS, Inc., at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due SEPS, Inc.; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by SEPS, Inc. prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by SEPS, Inc. is subject to inspection by SEPS, Inc. to determine if it is in acceptable working condition prior to acceptance of this Agreement by SEPS, Inc. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by SEPS, Inc. will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:
 - a. Persons other than SEPS, Inc. attempt to repair or maintain the equipment covered by this Agreement;
 - b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by SEPS, Inc., its agents, or employees;
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
 - d. Reasonable access to the covered equipment is denied to SEPS, Inc.;
 - e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
 - f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
 - g. SEPS, Inc. is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
 - h. SEPS, Inc. is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever SEPS, Inc. is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:
 - a. A Safety Representative, as provided for in Paragraph I;
 - b. Inspection and replacement of air filters on a routine basis;
 - c. All applicable equipment areas kept clean and free of loose debris.
 - d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
 - e. Humidity control in all applicable equipment areas to prevent condensation;
 - f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:



SEPS, Inc.
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Mike Howley
(630) 320-3096
mhowley@seps-inc.com



1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, SEPS, Inc. shall have the right to subcontract any of the work that is the subject of this Agreement.



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ORDINANCE NO. 55

SPECIAL COUNTY HOSPITAL GROSS RECEIPTS TAX
EFFECTIVE JULY 1, 2024

BE IT ORDAINED BY THE GOVERNING BODY OF QUAY COUNTY:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in this county for the privilege of engaging in business in this county an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "special county hospital gross receipts tax".

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No special county hospital gross receipts tax shall be imposed on the gross receipts arising from:

- A. Transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the county to another point outside the county; or
- B. Direct broadcast satellite services.

Section 4. Dedication. Revenue from the special county hospital gross receipts tax is dedicated to finance the current operations and maintenance of a hospital owned and operated by the county or operated and maintained by another party pursuant to a lease with the county in caring for sick and indigent persons and shall be an expenditure for a public purpose (Quay County). Revenue from the special county hospital gross receipts tax is dedicated for county ambulance transport costs or for operation of a rural health clinic (Luna County).

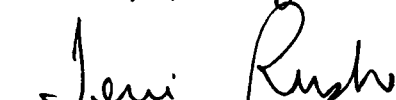
Section 5. Effective Date. The effective date of the special county hospital gross receipts tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department. On that effective date Ordinance No. 54 is repealed.

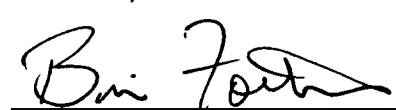
Section 6. Delayed Repeal (Mandatory). Ordinance Number 55 is repealed effective June 30, 2029.

ADOPTED BY THE GOVERNING BODY OF QUAY COUNTY THIS 28th DAY OF AUGUST, 2023.

BOARD OF QUAY COUNTY COMMISSIONERS


Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

ATTEST:



Ellen L. White, County Clerk