



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
September 11, 2023

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 28, 2023

Approval/Amendment of Agenda

Public Comment

New Business

- I. Stephan Salas, Quay County Road Superintendent**
 - **Road Update**
 - **Blade Report**
 - Request Approval of **John Deere 770 G Motor Grader Lease**
 - Request Approval of **QR 96 Task Agreement for The Provision of Limited Professional Services**
 - Request Approval of **Resolution No. 13 2022-2023 CAP Project Extension**

- II. Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **2023-2024 Resolution No. 12 Budget**

- III. Daniel Zamora, Quay County Manager**
 - Request Approval of **2023-2024 Summer Enrichment Program IGA**
 - **Manager's Report**

- IV. Approval of Accounts Payable**

Adjourn



DOC #CM-00564

09/25/2023 10:27 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Pages: 24

Ellen White - County Clerk, County Cle



REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

September 11, 2023

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th day of September, 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
Dana Leonard, Quay County Assessor
Stephen Salas, Quay County Road Superintendent
Amando Banuelos, Quay County Road Department
Lucas Bugg, Quay County Fire Marshal
Samantha Salas, Quay County Administrative Assistant
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 August 28, 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

NEW BUSINESS:

Stephen Salas, Quay County Road Superintendent, gave the following update and items for approval:

- Blade Reports were distributed.

- Close-out of 23/24 CAP Project on Quay Road AF and Quay Road AR will be this week.
- Requested approval of Lease Agreement with 4Rivers Equipment for a John Deere 770 G Motor-Grader Lease.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Lease Agreement. MOTION carried with all members voting “aye”. A copy is attached.

- Requested approval of Task Agreement between Quay County and Miller Engineering Consultants, Inc. for an Environmental Categorical Exclusion Check for the LGRF Project on Quay Road 96 between Quay Road M and State Hwy 402.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement for Professional Services. MOTION carried with all members voting “aye”. A copy is attached.

- Requested approval of FY23-24 Resolution No. 13; One-year Extension of CAP project for Quay Road 96.

A MOTION was made Brian Fortner, SECONDED by Jerri Rush to approve Resolution No. 14. MOTION carried with all members voting “aye”. A copy is attached.

Commissioners Fortner and Rush expressed gratitude to the Road Department and Maintenance Department for Quay County for their assistance at FiredUp.

Cheryl Simpson, Quay County Finance Director, requested approval of the following Resolution:

- FY23-24 Resolution No. 12; Increases to Opioid Settlement (523) for \$100,000.00; Federal-LATCK (658) for \$100,000.00; County Improvements Fund (649) for \$491,513.00.

A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Resolution. MOTION carried with all members voting “aye”. A copy is attached.

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

- Intergovernmental Agreement between the State of NM Public Education Department and Quay County for the Summer Intern Program in the amount of \$219,994.00.

A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.

County Manager Correspondence:

- The County did not receive a Federal Declaration for Disaster Relief. The County will pursue the State Disaster Relief funds at a cost share of 75/25%.
- A Bridge Inspector from the State will come to make an assessment of the Route 66 Bridge.
- Zamora, Stephen Salas, Darla Munsell and Samantha Salas recently became certified to administer funds received from Federal Congressional Spending allocations.

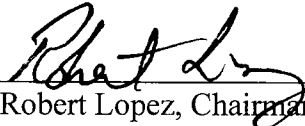
- The Air Conditioning on the 4th floor of the Courthouse has been recently repaired. Quotes for the Detention Center AC Units are being obtained. Quotes are also being received for the roof at the PMS Clinic.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending September 7, 2023. MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner 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 9:25 a.m.

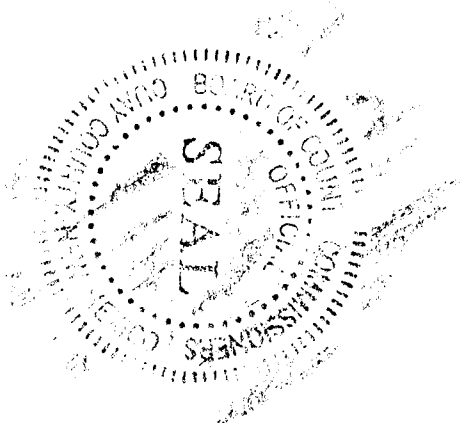
Respectfully submitted by Ellen White, Quay County Clerk

BOARD OF QUAY COUNTY COMMISSIONERS


Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

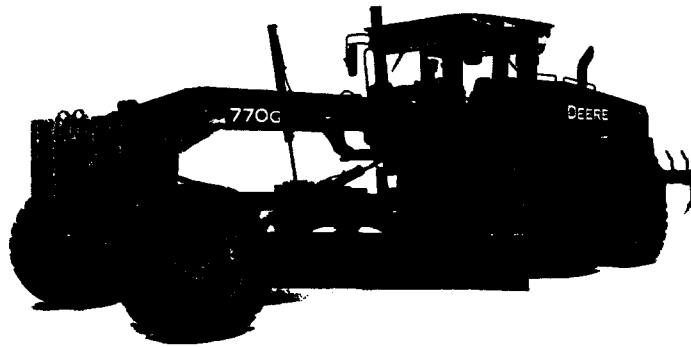


ATTEST:


Ellen White, County Clerk

Quote Id: 29493341

Prepared For:
QUAY COUNTY



Prepared By: **JONATHAN VALERIO**

4 Rivers Equipment, LLC
2301 Candelaria Road Ne
Albuquerque, NM 87107

Tel: 505-884-2900

Fax: 505-884-8790

Email: jvalerio@4riversequipment.com

Date: 25 August 2023

Offer Expires: 01 September 2023

Confidential



Quote Summary

Prepared For:
QUAY COUNTY
PO BOX 1246
TUCUMCARI, NM 88401
Business: 575-461-0562
DARLA.MUNSELL@QUAYCOUNTY-NM.GOV

Prepared By:
JONATHAN VALERIO
4 Rivers Equipment, LLC
2301 Candelaria Road Ne
Albuquerque, NM 87107
Phone: 505-884-2900
jvalerio@4riversequipment.com

Quote Id: 29493341
Created On: 25 August 2023
Last Modified On: 25 August 2023
Expiration Date: 01 September 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 770G MOTOR GRADER Extended Warranty Extended Warranty, 770G, Power Train And Hydraulics, 3000 Total Hours or 36 Total Months, \$0 Deductible	\$ 615,030.00	\$ 339,005.10 X	1 =	\$ 339,005.10
Equipment Total				\$ 339,005.10

Quote Summary

Equipment Total	\$ 339,005.10
Factory Freight	\$ 5,500.00
PM AGREEMEENT FOR 7 YRS/3500 HOURS INCLUDED AT NO ADDITIONAL CHARGE	\$ 0.00
SubTotal	\$ 344,505.10
Est. Service Agreement Tax	\$ 0.00
Total	\$ 344,505.10
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 344,505.10

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29493341

Customer: QUAY COUNTY

JOHN DEERE 770G MOTOR GRADER

Hours:

Suggested List

Stock Number:

\$ 615,030.00

Selling Price

\$ 339,005.10

Code	Description	Qty	Unit	Extended
8460T	770G MOTOR GRADER	1	\$ 488,841.00	\$ 488,841.00
Standard Options - Per Unit				
170K	JDLink™	1	\$ 0.00	\$ 0.00
1020	Armrest Fingertip Controls	1	\$ 0.00	\$ 0.00
1140	John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions	1	\$ 55,783.00	\$ 55,783.00
1240	Dual 100 Amp Alternators (200 Amp total)	1	\$ 1,002.00	\$ 1,002.00
1320	No Quick Service Group	1	\$ 0.00	\$ 0.00
1410	Standard Fuel & Water Filtration	1	\$ 0.00	\$ 0.00
1610	Hydraulic Pump Disconnect	1	\$ 197.00	\$ 197.00
1830	Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only)	1	\$ 0.00	\$ 0.00
1920	No Blade Impact Absorption System	1	\$ 0.00	\$ 0.00
2050	14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware	1	\$ 1,493.00	\$ 1,493.00
2575	No Grade Control Base Kit Installed	1	\$ 0.00	\$ 0.00
2605	English Manual W/ English Labels & Decals	1	\$ 0.00	\$ 0.00
2775	No Topcon 3D GPS Grade Control System installed	1	\$ 0.00	\$ 0.00
2810	Single Input Gearbox without Slip Clutch	1	\$ 0.00	\$ 0.00
4924	No Brand Preference	1	\$ 24,938.00	\$ 24,938.00
5060	Grade Pro Low Cab w/ Lower Front and Side Opening Windows	1	\$ 0.00	\$ 0.00
5515	Autoshift Plus Transmission	1	\$ 3,000.00	\$ 3,000.00
5710	Transmission Solenoid Valve Guard	1	\$ 224.00	\$ 224.00
5815	Hydrau	1	\$ 0.00	\$ 0.00
6030	No Powered Cab Air Precleaner	1	\$ 0.00	\$ 0.00
6140	Grade Pro Premium Heated, Leather/ Fabric, High-Wide Back Air Suspension Seat	1	\$ 0.00	\$ 0.00
6585	Grade Pro Controls w/1 Front Auxiliary Function AND 1 Rear Auxiliary Function	1	\$ 3,532.00	\$ 3,532.00
6650	Grade Pro Controls - Left Side	1	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29493341

Customer: QUAY COUNTY

6710	Front Push Block	1	\$ 4,619.00	\$ 4,619.00
6810	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin	1	\$ 19,596.00	\$ 19,596.00
7160	Deluxe Grading Lights (18 Halogen Lights)	1	\$ 1,469.00	\$ 1,469.00
7820	No Front Fenders	1	\$ 0.00	\$ 0.00
8110	24-to-12 Volt Converter (15 amps peak / 10 amps continuous)	1	\$ 0.00	\$ 0.00
8210	Exterior Mounted Rearview Mirrors	1	\$ 0.00	\$ 0.00
8310	Lower Front Intermittent Wiper & Washer	1	\$ 704.00	\$ 704.00
8415	Premium AM/FM Radio with Bluetooth, Aux and Weather Band (WB).	1	\$ 1,591.00	\$ 1,591.00
8510	Air Conditioner Refrigerant Charged	1	\$ 0.00	\$ 0.00
8720	No Sound Absorption Package	1	\$ 0.00	\$ 0.00
8830	Rear Camera (R4)	1	\$ 0.00	\$ 0.00
9220	5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher	1	\$ 137.00	\$ 137.00
9280	Slow Moving Vehicle (SMV) Sign	1	\$ 90.00	\$ 90.00
9298	Beacon with Flip Down Cab Beacon Bracket (RH)	1	\$ 714.00	\$ 714.00
9724	17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 119,089.00
Value Added Services				
	Extended Warranty	1	\$ 0.00	\$ 0.00
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 7,100.00	\$ 7,100.00
Other Charges Total				\$ 7,100.00
Suggested Price				\$ 615,030.00
Customer Discounts				
Customer Discounts Total			\$ -276,024.90	\$ -276,024.90
Total Selling Price				\$ 339,005.10



Extended Warranty Proposal

PowerGard™ Protection Plan

Construction					
Date : August 25, 2023					
Machine/Use Information		Plan Description		Price	
Manufacturer	JOHN DEERE	Plan Type:	Extended Warranty	Deductible:	\$ 0
Equipment Type	Construction	Coverage:	Power Train And Hydraulics	Quoted Price	\$ 0.00
Model	770G	Total Months:	36		
Country	US	Total Hours:	3000	Date Quoted	August 25, 2023
MFWD/Tracks	N				
Scraper Use					
<small>Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.</small>					

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name:--Please Print

Robert Koppa

- I ACCEPT the Extended Warranty
- I DECLINE the Extended Warranty

Customer Signature

Robert Koppa

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Equipment	New 2023 770G
Current Hour Reading	0
Financing	84 Month Lease 1,000 Hours Per Year 84 Monthly Payments In Advance Purchase Option: \$143,600.00
Warranty	
Comments	Interest Rate Subject to change depending on Machine Delivery Date. PM Agreement for 5 YRS/5000 HRS Included in Price
Estimated Payment	\$3,961.03
Refundable Security Deposit	

This quote is provided to you on a confidential basis.
You are strictly prohibited from sharing this quote
with unrelated third parties.



Offer subject to credit approval.
Property taxes are not included in this quote.



**TASK ORDER AGREEMENT FOR THE PROVISION
OF LIMITED PROFESSIONAL SERVICES**

August 31, 2023

Professional

Firm:

Miller Engineering Consultants, Inc.
3500 Comanche NE, Bldg. F
Albuquerque, NM 87107
Phone: 505-888-7500
Fax: 505-888-3800

Client: Quay County
Road Maintenance Department
1301 E. Center Street
Tucumcari, New Mexico 88401
Attn: Stephen Salas

Project Name/Location: LGRF Environmental Categorical Exclusion Checklist/Quay County, New Mexico.

Scope/Intent and Extent of Services: The effort will include the preparation of environmental categorical exclusion checklists per LGRF guidelines for Quay Rd 96 between Quay Rd M and State HWY 402 (see attached map). The proposed scope of services for this project will include the following:

- 1) **Environmental Services:** MEC will prepare the categorical exclusion checklists for the projects in accordance with NMDOT Local Government Road Fund guidelines. MEC will coordinate with the NMDOT Environmental Section and the client on the preparation of the CE Checklist. Specifically excluded are any required public hearings, biological surveys, cultural resource surveys, and any other services not specifically outlined in the scope of services above.

Specifically excluded from the scope of services are right-of-way certifications, other project certifications, construction administration, boundary surveys, SWPPP Plans, and any other services not specifically outlined above.

Fee Agreement: The fees proposed for this effort will be a lump sum amount as outlined below:

- | | |
|---|--|
| 1) <u>Environmental Certification:</u> | \$ 2,500.00 plus applicable taxes |
| TOTAL | \$ 2,500.00 plus applicable taxes |

Terms of payment will be that all invoices are payable within 30 days of the date of invoice. Invoices will be transmitted monthly based on a percentage of completion.

Deliverables: MEC will provide the client with an environmental checklist for the LGRF Agreement.

QUAY ROAD 96

QUAY RD 101

QUAY RD 99

QUAY RD M

QUAY RD O

QUAY RD 96

QUAY RD J

QUAY RD L

QUAY RD 93

STATE HWY 402

QUAY RD 90

US HWY 54

QUAY RD 92

QUAY RD F5

QUAY RD E

Grandview

QUAY RD C

QUAY RD 93

QUAY RD E.5

US HWY 54

QUAY RD 98





QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO. 13

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

WHEREAS, the Governing Body of Quay County has met in a Regular Meeting and proposes to approve and support a request for 1 year extension to jointly coordinated grant administered by the New Mexico Department of Transportation.

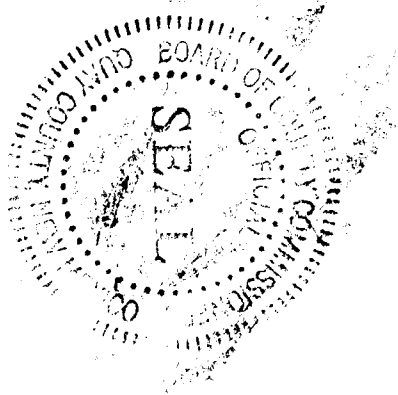
WHEREAS, Quay County and the New Mexico Department of Transportation have entered into a joint coordinated effort, and

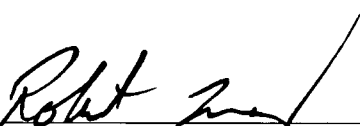
WHEREAS, the Governing does provide authorization and approval for an extension request of 1 year to 2024, Contract No. D19426, Control No. L400582, due to unavailability of an engineer to complete the environmental inspection in a timely manner.

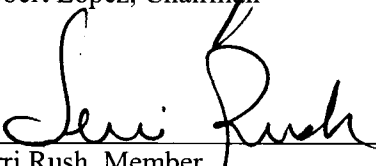
NOW, THEREFORE, it is respectfully requested that authorization be given of said request to the New Mexico Department of Transportation District 4 office for approval of said request.

Done this 11th of September 2023, at Quay County.

APPROVED AND ATTESTED:




Robert Lopez, Chairman


Jerri Rush, Member


Brian Fortner, Member

Attest:


Ellen White, Quay County Clerk

**QUAY COUNTY
FISCAL YEAR 2023-2024
RESOLUTION No. 12**

Authorization of Budgetary Increases to **Opioid Settlement (523), Federal-LATCF (658), County Improvements Fund (649)**

WHEREAS, at meeting of the Board of Quay County Commissioners on September 11, 2023 the following was among the proceedings;

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

State Fund 27000 Opioid Settlement Fund

Budgetary Increase

	<u>DEBIT</u>	<u>CREDIT</u>
27000-0001-46900 Miscellaneous – Other		\$100,000.00
27000-2002-57060 Grants to Sub-Recipients	\$100,000.00	

State Fund 29000 Local Assistance and Tribal Consistency Fund

Budgetary Increase

29000-0001-47700 Federal-LG Abatement		\$50,000.00
29000-2002-58040 Infrastructure	\$100,000.00	

**State Fund 30400
Budgetary Increase**

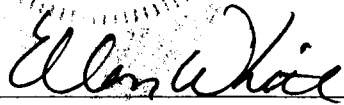
30400-5001-58090 Roadways/Bridges	\$491,513.00
649-12-48080 Bridge 1625	

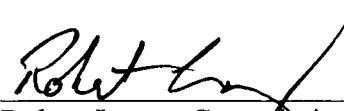
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Miscellaneous Revenue not budgeted; Cash Balance carried into the FY24**

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


DONE at Tucumcari, County of Quay, New Mexico this 11th day of September, 2023.




Ellen White, County Clerk


Robert Lopez, Commissioner


Jerri Rush, Commissioner


Brian Fortner, Commissioner

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, # 24-924-00126, is entered into by and between the **State of New Mexico Public Education Department (PED)**, hereinafter referred to as the "DEPARTMENT," and **Quay County, New Mexico**, a public entity, hereinafter referred to as the "CONTRACTOR."

WHEREAS, the DEPARTMENT is the agency; and

WHEREAS, the DEPARTMENT desires to engage and the CONTRACTOR is willing to provide certain portions of the DEPARTMENT'S program.

NOW THEREFORE, the DEPARTMENT and the CONTRACTOR in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement.

This Agreement shall become effective when signed by both parties, retroactive to May 1, 2023, and shall terminate on **June 30, 2024**, unless terminated pursuant to Article VII, *infra*.

II. Retroactive Invoicing for Necessary Program Activities.

The CONTRACTOR shall be permitted to invoice the DEPARTMENT for activities performed under this agreement, prior to this agreement, from the period beginning May 1, 2023, concluding June 30, 2024. Acknowledging that the timeframe for this initiative from point of funding approval with a fully signed IGA to the time of program commencement is inadequate for a well-executed program, those activities deemed necessary in preparation to execute the scope of work can be invoiced and will be reimbursed.

III. Statement of Work.

The CONTRACTOR shall provide the program of services as set forth in the scope of work which is attached hereto as "**EXHIBIT A – STATEMENT OF WORK**" and incorporated herein by reference, unless amended or terminated pursuant to Article VII, *infra*. In consideration for the provision of those services, the DEPARTMENT agrees to purchase and the CONTRACTOR agrees to perform the services identified in the Statement of Work.

IV. Limitation of Cost.

The total amount of the monies payable to the CONTRACTOR under this Agreement shall not exceed **Two Hundred Nineteen Thousand Nine Hundred Ninety-Four Dollars and No Cents (\$219,994.00)**. The annual budget is attached hereto as "**EXHIBIT B – FINANCIAL INFORMATION SHEET**" and incorporated herein by reference.

V. Payment.

The DEPARTMENT shall make monthly payments to the CONTRACTOR for services and costs specified in "EXHIBIT B." The CONTRACTOR shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the DEPARTMENT. Invoices must include the agreement number for which services have been rendered, the PED purchase order number and should be mailed to **Breezy Gutierrez, Director, College and Career Readiness Bureau, NM Public Education Department, 300 Don Gaspar Ave, Santa Fe, NM 87501**. The CONTRACTOR'S failure to submit such payment vouchers, invoices and supporting documentation within fifteen days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the DEPARTMENT.

VI. Return of Funds.

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the CONTRACTOR to the DEPARTMENT.

VII. Appropriations.

Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.

VIII. Termination of Agreement.

The Department may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Department's uncured, material breach of this Agreement. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

IX. Funds Accountability.

The parties shall provide for strict accountability of all monies made subject to this Agreement. The CONTRACTOR shall maintain fiscal records, follow generally accepted accounting principles and account for all receipts and disbursements of funds transferred to the CONTRACTOR pursuant to this Agreement. The CONTRACTOR will include all monies made subject to this Agreement in the annual audit and will provide the DEPARTMENT with a copy of the annual audit.

X. Maintenance of Records.

The DEPARTMENT shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The CONTRACTOR shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.

XI. Requests for Records Under Inspection of Public Records Act.

CONTRACTOR may be subject to the Inspection of Public Records Act (“IPRA”), and is separately and independently responsible for complying with an IPRA request for records. CONTRACTOR must notify the DEPARTMENT when the CONTRACTOR has received an IPRA request for records relating to this agreement within forty-eight (48) hours of receipt of the request. CONTRACTOR must also provide the DEPARTMENT with a copy of any responsive records it intends to make available, along with notification of its intent to release such records, at least three (3) business days prior to their release. CONTRACTOR shall also provide all responsive records subject to IPRA to the DEPARTMENT promptly upon notice from the DEPARTMENT of the DEPARTMENT’S receipt of a related or relevant IPRA request. Provision of such records to the DEPARTMENT shall be done in a manner so as to permit the DEPARTMENT to comply with the IPRA request.

XII. Confidentiality.

Any confidential information provided to or developed by the CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the CONTRACTOR without the prior written approval of the DEPARTMENT or as required by a court of competent jurisdiction.

XIII. Amendments.

This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

XIV. Assignment.

The CONTRACTOR shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the DEPARTMENT.

XV. Applicable Law.

This Agreement shall be governed by the laws of the United States and the State of New Mexico.

XVI. Status of Entity.

The CONTRACTOR affirms that it is a public agency exempt from the procurement code under NMSA 1978, § 13-1-98(A).

XVII. Acquisition of Property.

The parties agree that neither party shall acquire any property as the result of this Agreement.

XVIII. Liability.

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XIX. Execution of Documents.

The DEPARTMENT and the CONTRACTOR agree to execute any document(s) necessary to implement the terms of this Agreement.

XX. Sub-Contracts.

The CONTRACTOR shall be ultimately responsible for all items enumerated in the Statement of Work (Exhibit A) of this Agreement.

The CONTRACTOR shall seek advance approval from the DEPARTMENT of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract.

The CONTRACTOR shall comply, and shall ensure that all sub-contractors comply, with all applicable procurement laws and regulations.

XXI. Equal Opportunity Compliance.

The CONTRACTOR agrees 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 of the State of New Mexico, the CONTRACTOR agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, or, if the employer has fifty or more employees, spousal affiliation, or, if the employer has fifteen or more employees, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

XXII. Workers' Compensation.

The CONTRACTOR agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the DEPARTMENT.

XXIII. Lobbying Certification.

The CONTRACTOR, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, 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 for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

IN WITNESS WHEREOF, the DEPARTMENT and the CONTRACTOR have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

CONTRACTOR:

DEPARTMENT:

Contractor

Arsenio Romero, Ph.D.
Secretary of Education

Printed Title of Authorized Signatory

Date: _____

Date: _____

Department's Legal Counsel -
Certifying Legal Sufficiency

Date: _____

EXHIBIT A - STATEMENT OF WORK

Scope of work:

The CONTRACTOR shall provide an internship program for students as part of, and as permitted through, the Department's Summer Enrichment program. The CONTRACTOR shall:

1. Strive to encourage at-risk students to participate in internship program using explicit engagement strategies.
2. Ensure that students participating in the internship program are able to arrive at their internships by providing access to transportation, including public transportation, as an in-kind contribution.
3. Place student participants into internship placements that reflect the state, regional and local economic data regarding specific, in-demand workforce opportunities.
4. Design internship placements so that students are exposed to high wage, high-skill, or in-demand careers, as determined by New Mexico Department of Workforce Solutions labor market information.
5. Have coordinators employed to oversee interns, and ensure that coordinators undergo background checks if not currently an employee of a local public charter school or school district.
6. Ensure that no coordinator oversees over twenty (20) interns.
7. Ensure coordinators collaborate with local employers, such as government managers who request interns, and with local Workforce Connection Office staff to develop job descriptions for students.
8. Ensure each coordinator collaborates with staff from their local Workforce Connection Office to evaluate student applicants and determine appropriate placement of students.
9. Ensure each coordinator attends a statewide training to learn expected internship protocols and learning objectives.
10. Ensure each coordinator attends weekly statewide virtual meetings with other coordinators.
11. Ensure that both coordinators and student workers are covered by liability insurance.
12. Ensure that local labor laws reflected in the following website are adhered to:
<https://www.dws.state.nm.us/Child-Labor> and
https://www.dws.state.nm.us/Portals/0/DM/LaborRelations/Working_as_a_Teen.pdf
13. Ensure that students with the coordinator learn employability skills before they begin their internship placement.

**EXHIBIT B
FINANCIAL INFORMATION SHEET**

(Please see table of awards)

		Total
Summer Enrichment Internship Program	Student Intern Compensation	\$192,000.00
	Total Administrative Costs	\$27,994.00
TOTAL		\$219,994.00

Funding Source:

	Federal	State
Fund:	N/A	21160
Project ID:	N/A	N/A
Dept:		ZH5186
Bud Ref:		92324
Class Code:		H5186

Prior to approval of a subcontract, please ensure that:

- (1) the person making the assurances that follow is authorized to make such assurances;
- (2) the contractor has verified that the subcontractor possesses the necessary credentials to qualify for payment of state funds that flow from the PED contract with the contractor including, as applicable, a vendor ID number, a W9 or Form 1099;
- (3) the contractor has verified that the subcontractor possesses a valid certificate or license authorizing the subcontractor to teach, administer or perform medical procedures, if the certification or licensure is required under NMSA Section 22, Article 10A;
- (4) the contractor accepts liability under NMSA 1978 Section 22-8-42 on behalf of the subcontractor for (1) any falsification of record, account or report filed pursuant to the Public School Finance Act; (2) the subcontractor's use of funds budgeted or appropriated for public school use for a purpose other than that provided in the appropriation or grant;
- (5) the contractor acknowledges that no subcontract requires direct payment from PED to the subcontractor;
- (6) the contractor requires the subcontractor to affirm that all materials developed or acquired under the subcontract become the property of the Public Education Department and nothing developed or produced, in whole or in part, by the subcontractor under the agreement with the contractor shall be the subject of an application for copyright or other claim of ownership by or on behalf of the subcontractor;
- (7) the contractor verifies that the subcontractor has no conflict of interest and complies with the Governmental Conduct Act,
- (8) the contractor verifies that the subcontractor abides by all federal and state laws, rules and executive orders of the Governor of the State of New Mexico pertaining to nondiscrimination and equal employment opportunity;
- (9) the contractor ensures that the subcontractor complies with all requirements of Contractor's agreement with PED including but not limited to requirements for worker's compensation coverage, and limitations on lobbying; and
- (10) the contractor ensures that the subcontractor complies with State of New Mexico's employee pay equity reporting requirements.

PRINTED NAME OF PERSON MAKING ASSURANCES: Robert Lopez

Signature: Robert Lopez

Date: 9/11/2024

Approval of subcontract by PED does not exempt contractor from following and adhering to state procurement rules and regulations in securing contractual services of subcontractor.