



# 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 June 30, 2025

### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 9, 2025

Approval/Amendment of Agenda

Public Comment

New Business

- I. **Christine Spears, Account Executive of Enterprise Fleet Management**
  - Presentation of Fleet Profile and Analysis
- II. **Stephanie Newcomb, Quay County Family Health Center Administrator**
  - Request Approval of Department of Health Intergovernmental Agreement
  - Presentation of May 2025 RPHCA Report
  - Request Approval of May2025 Invoice
- III. **Jamie Lauders, TQRECC Director**
  - Request Approval of Grant Agreement Project No. 26-E-14
- IV. **Quade Fury, Quay County Road Foreman**
  - Request Approval of FY 25-26 Resolution No. 61 Local Government Road Fund Participation (CAP)
  - Request Approval of FY 25-26 Resolution No.62 LGRF Match Waiver Program Participation (CAP)
  - Request Approval of FY 25-26 Resolution No.63 Local Government Road Fund Participation (COOP)
  - Request Approval of FY 25-26 Resolution No.64 LGRF Match Waiver Program Participation (COOP)
  - Request Approval of FY 25-26 Resolution No.65 Local Government Road Fund Participation(SB)
  - Presentation of Road Update
- V. **Rico Marano, Quay County DWI Coordinator**
  - Request Approval of FY 25-26 Rental Agreement



DOC #CM-00505

07/14/2025 11:30 AM Doc Type: COCOM

Fee: (No FieldTag Finance TotalFees found)

Quay County, NM

Veronica Manley - County Clerk

Pages 69



- VI. Adrian Jones, Quay County Grant/Asset Manager**
- Discussion of **ICIP Rank**
  - Request Approval of **Resolution No.66 ICIP**
- VII. Samantha Salas, Quay County Finance Director**
- Request Approval of **Payment Approval Report**
- VIII. Indigent Claims Board**
- **Call Meeting to Order**
  - Request Approval of **Indigent Minutes for May 27, 2025**
  - Request Approval of **Indigent Claims**
  - **Adjourn**
- IX. Commissioner's Comments**
- X. Adjourn**

## **REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**June 30, 2025**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 30th day June, 2025 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:**

Jerri Rush, Chairwoman  
Brian Fortner, Member  
Dallas Dowell, Member  
Veronica Manley, County Clerk

### **OTHERS PRESENT:**

Stephanie Newcomb, Quay County Family Health Center Administrator  
Jamie Lauders, TQRECC Director  
Darla Munsell, Quay County Road Administrative Assistant  
Samantha Salas, Quay County Finance Director  
Dennis Garcia, Quay County Sheriff  
Jefferson Byrd, Quay County Assessor  
Felicia Griggs, Administrative Assistant  
Rico Morano, Quay County DWI Coordinator  
Adrian Jones, Quay County Grant/Asset Manager  
Lucas Bugg, Quay County Fire Marshall  
Ellen L White, Quay County Chief Deputy Clerk  
Aliyah Marez, Student Intern  
Ron Warnick, Quay County Sun  
Ben White, Bank of Tucumcari  
Dana Leonard, Quay County GSI

Chairwoman Rush called the meeting to order and led the Pledge of Allegiance.

A MOTION was made by Brian Fortner SECONDED by Dallas Dowell to approve the June 9, 2025, regular session minutes. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye".

Samantha Salas, Quay County Finance Director, requested to remove 1st item Christine Spears from the agenda. A MOTION was made by Dallas Dowell SECONDED by Brian Fortner to approve agenda as amended.

NEW BUSINESS: Stephanie Newcomb, Quay County Family Health Center Administrator requested approval of the Department of Health Intergovernmental Agreement. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the agreement. MOTION carried with Rush voting "aye", Fortner voting "aye" and Dowell voting "aye". See attached agreement.

Newcomb presented the May 2025 RPHCA Report. A copy is attached.

Newcomb requested approval of May 2025 Invoice. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the invoice. MOTION carried with Rush voting "aye", Dowell voting "aye" and Fortner voting "aye". See attached invoice.

Jamie Lauders, TQRECC Director, requested approval of Grant Agreement Project No. 26-E-14.

A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Grant Agreement Project No.26. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached agreement.

Darla Munsell, Quay County Road presented the following resolutions for approval:

- Requested Approval of FY 25-26 Resolution No. 61 Local Government Road Fund Participation (CAP). A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 61. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.
- Requested Approval of FY 25-26 Resolution No. 62 LGRF Match Waiver Program Participation (CAP). A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Resolution No. 62. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.
- Requested Approval of FY 25-26 Resolution No. 63 Local Government Road Fund Participation (COOP). A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Resolution No. 63. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.
- Requested Approval of FY 25-26 Resolution No. 64 LGRF Match Waiver Program Participation (COOP). A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve Resolution No. 64. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.
- Requested Approval of FY 25-26 Resolution No. 65 Local Government Road Fund Participation (CAP). A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 65. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.

Munsell provided the following road update:

- Crews are working on mowing, potholes and call in's
- 3 crew members traveled to Albuquerque today to pick up 2 dump trucks.

Rico Marano, Quay County DWI Coordinator, requested approval of the FY 25-26 Rental Agreement. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve agreement. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached agreement.

Adrian Jones, Quay County Grant/Asset Manager presented the ICIP rank. See attached rank.

Jones requested approval of Resolution No. 66 ICIP. A MOTION was made by Dallas Dowell, SECONDED by Brian Fortner to approve Resolution No. 66. MOTION carried with Rush voting “aye”, Fortner voting “aye” and Dowell voting “aye”. See attached resolution.

Samantha Salas, Quay County Finance Director, requested approval of Accounts Payable. A MOTION was made by Brian Fortner, SECONDED by Dallas Dowell to approve the Accounts Payable Report. MOTION carried with Rush voting “aye”, Dowell voting “aye” and Fortner voting “aye”.

Chairwoman, Rush called the Indigent Claims Board to order. Time noted 9:13 a.m.

--- INDIGENT CLAIMS ---

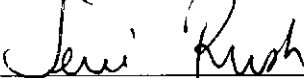
The Indigent Claims Board meeting adjourned, and the meeting was returned to Regular Session. Time noted 9:14 a.m.


Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: Commissioner Fortner congratulated the City of Tucumcari and Renee Hayos, Tucumcari City Manager for a job well done on hosting the EPCOG meeting in Tucumcari.

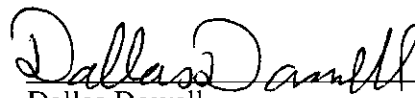
Public Comments: Ellen White, Quay County Chief Deputy congratulated Dennis Garcia, Quay County Sheriff for serving on the Executive Committee for NMC.

Respectfully submitted by Veronica Manley, County Clerk.

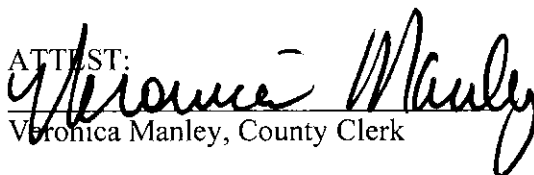
BOARD OF QUAY COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Jerri Rush, Chairwoman

  
\_\_\_\_\_  
Brian Fortner

  
\_\_\_\_\_  
Dallas Dowell

ATTEST:

  
\_\_\_\_\_  
Veronica Manley, County Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF HEALTH  
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the "Agency," and **Quay County**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

**WHEREAS**, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

**NOW THEREFORE**, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE I. Term of Agreement**

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate June 30, 2029, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

**ARTICLE II. Scope of Work**

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

**ARTICLE III. Limitation of Cost**

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$36,720.00**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

**ARTICLE IV. Payment**

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

## ARTICLE V. 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 Agency.

## ARTICLE VI. Termination of Agreement

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
  1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
  2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
  3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

**Agreement No. 26 IGA 2054 00004**

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

**ARTICLE VII. 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 Agency with a copy of the annual audit.

**ARTICLE VIII. Maintenance of Records**

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**ARTICLE IX. Confidentiality**

- A. 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 Agency.

**ARTICLE X. Amendments**

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

**ARTICLE XI. 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 Agency.



**Agreement No. 26 IGA 2054 00004**

**ARTICLE XII. Applicable Law**

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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive 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.

**ARTICLE XIII. Acquisition of Property**

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

**ARTICLE XIV. Liability**

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of 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.

**ARTICLE XV. Execution of Documents**

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

**ARTICLE XVI. Sub-Contracts**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

**ARTICLE XVII. Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, 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 assures 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, spousal affiliation, 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.

**ARTICLE XVIII. 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 Agency.

**ARTICLE XXI. Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**Agreement No. 26 IGA 2054 00004**

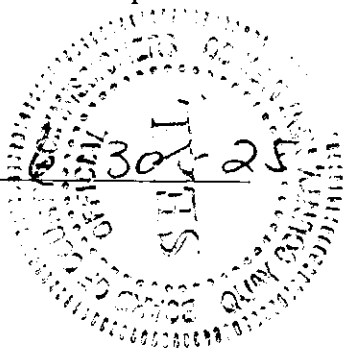
**IN WITNESS WHEREOF**, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

**Contractor –**

Lewi Rush  
Authorized Signatory

Quay County Chair  
Printed Title of Authorized Signatory

Date:



\_\_\_\_\_  
Legal Counsel, Contractor, if applicable

Date: \_\_\_\_\_

**Agency – DEPARTMENT OF HEALTH**

\_\_\_\_\_  
Secretary or Designee, DOH

Date: \_\_\_\_\_

\_\_\_\_\_  
Chief Financial Officer, DOH

Date: \_\_\_\_\_

**Approved as to legal form and sufficiency.**

\_\_\_\_\_  
Office of General Counsel, DOH

Date: \_\_\_\_\_

**Agreement No. 26 IGA 2054 00004**

**Attachment 1 - Scope of Work**

The Entity shall perform the following janitorial services at the Tucumcari Public Health Office located at 310 Second Street, Tucumcari, NM.

- A. Perform the following tasks daily:
  - 1. Sweep all floors and mop as needed. Vacuum entry carpet mats.
  - 2. Empty all waste baskets and dispose of trash.
  - 3. Dust all desktops, counters, tables, windowsills, and other furniture.
  - 4. Clean the bathroom and exam room sinks, wash basins, exam tables, toilets, mirrors, and mop floors in bathrooms.
  - 5. Wipe and clean all chairs as needed.
  
- B. Perform the following work as determined necessary by the Office Nurse Manager:
  - 1. Replenish paper goods and soap in toilet and towel dispensers.
  - 2. Shovel and clear snow and/or ice from all entrances & walkways before 8:00 am.
  - 3. Sweep outside entries.
  - 4. Mop all tile floors weekly and as needed.
  - 5. Wipe/clean all mini blinds.
  - 6. Wash all windows inside and outside including front and back entrances.
  - 7. Vacuum air conditioner ducts and vents.
  - 8. Wax and buff all floors two times a year and buff as needed.
  - 9. The contractor agrees to supply all labor, supplies, equipment and other materials necessary to perform the janitorial services. This includes but is not limited to waxes or wax-like protective coatings, cleaning agents, vacuum cleaners, scrubbing machines, buffers, dust mops, brooms and brushes.
  - 10. The contractor agrees to furnish all hand soap, toilet tissue, paper towels, light bulbs, sanitary blocks and trash bags in all rooms and hallways as necessary.

**Agreement No. 26 IGA 2054 00004**

**Attachment 2 - Budget**

**The total amount of this agreement shall not exceed \$36,720.00 based on an average of \$9,180.00 per year.**

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

**Funding Information:**

<b>Ln</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
1.	Janitorial services performed at the Quay County Public Health Office	FY26 \$765.00 for 12 months	FY26 \$9,180.00
		FY27 \$765.00 for 12 months	FY27 \$9,180.00
		FY28 \$765.00 for 12 months	FY28 \$9,180.00
		FY28 \$765.00 for 12 months	FY29 \$9,180.00
Total			\$36,720.00



Michelle Lujan Grisham  
Governor

Gina DeBlassie  
Cabinet Secretary

New Mexico Department of Health

Date: 4/22/2025

Agency 66500  
Supplier name: Quay County  
Supplier number: 54395  
SHARE Billing Location: 82  
SHARE Ship to Location: 82  
Department Code: 2054

Contract Type: IGA

This funding string below is being provided as certification that funds have been set aside for the proposed contract for ASD contract staff to create the purchase order and Contract Module.

Total compensation of Contract: \$36,720.00

Brief description of Service: Janitorial services for the Quay County Public Health Office

Complete necessary fields per your budgetary requirements. Add rows as needed. Must have total of all funding sources.

Split funding: No or Yes (if yes, you can submit a separate sheet detailing how PO is to be split, example would be line one to be split with line 2).

Note: If contract crosses fiscal years only include the amounts for the current fiscal year purchase order.

Merchandise Amount	Fund	Dept	*Account	Sub Acct	Rpt Cat	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class
\$9,180.00	06101	2054001000	535300			66500				126	J0000

Highlight **ONE** Below, if no PO will be processed.

Direct Pay/Policy Exemption  
OPR  
Non-Monetary

Approved by Authorized Funding Department:

Approved By: (type in name/title of individual)	Signature:	Date:
Angie Sienaros Sr. Region Administrator	Angie Sienaros	4/22/2025

<b>Organization Name: Presbyterian Medical Services</b>		<b>Contract #: 2566520050000100</b>	
<b>Reporting Site: Quay CO FHC</b>		<b># of Clinics: Month: May-25</b>	
<b>Action Plan Item</b>		<b>Actual Monthly Level</b>	
<b>Level of Operations</b>	<b>Total Number of Primary Care Encounters</b>		331
	<b>By Provider Type:</b>		
	Physician Encounters		
	Midlevel Practitioner Encounters		331
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	<b>By Payment Source:</b>		
	Sliding Fee Encounters-Medical		26
	Sliding Fee Encounters - Dental		
	Sliding Fee Encounters - Behavioral Health		
	Medicaid Encounters - Medical		104
	Medicaid Encounters - Dental		
	Medicaid Encounters - Behavioral Health		
	County Indigent Encounters		
Other 3 <sup>rd</sup> Party Encounters		88	
Medicare Encounters		110	
100% Self Pay (non-discounted/non-3 <sup>rd</sup> party)		3	
<b>Unduplicated Number of Users</b>	<b>Total # of unduplicated users</b>		66
	Below 100% Poverty		29
	Between 100% and 200% of Poverty		33
	Above 201% of Poverty		4
	Unknown		
<b>Staffing Level</b>			<b>Clinical FTEs</b>
			<b>Admin FTEs</b>
	Physicians		
	Certified Nurse Practitioners		2.00
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals (linked to BH enc)		
	Community Health Workers		
	Clinical Support Staff		2.40
	Administrative Staff		3.00
All Other Staff		0.50	
<b>Narrative Update Questions</b>	<b>Collaboration with public and private providers, SBHCs, and tribal (638) health centers:</b> <i>RPHCA contractors are expected to work cooperatively with local providers to maximize delivery of primary health care services. Describe this month's participation in collaborative efforts with other providers in the community or region.</i>		
	This month and next month we are working on making sure all referrals have been completed and that the patients have been seen by referred specialists for their continued care.		
	<b>Did you have a clinic (ex. Vaccination Clinic) this month that did not count as encounters for Primary Care patients? If so, please explain what kind of clinic and number of patients seen.</b>		
	No.		
	<b>Significant update and/or challenges with Contract Action Plan this month:</b> We are now fully staffed with medical assistants. We are working diligently to meet patient Quality Indicators and increase the influx of new patients coming to our clinic.		
<b>Prepared by: K. Greg Smith</b>		<b>Date: 6/12/2025</b>	

PRESBYTERIAN MEDICAL SERVICES  
QUAY COUNTY FAMILY HEALTH CENTER  
1302 EAST MAIN STREET  
TUCUMCARI, NM 88401

Invoice No. May-25

## INVOICE

**Customer**

Name Quay County  
Address PO Box 1246  
City Tucumcari State NM ZIP 88401  
Phone

**Misc**

Date 6/12/2025  
Order No.  
Rep  
FOB

Qty	Description	Unit Price	TOTAL
	Quay RPHCA Contract-25 665 200500001 00 Baseline/Annual Reports		
1	Daily operations of Quay County Family Health Center - May-25	\$ 8,185.00	\$ 8,185.00
SubTotal			\$ 8,185.00
Shipping			
TOTAL			\$ 8,185.00

**Payment**

Select One...

Tax Rate(s)

Comments

Name

CC #

Expires

PMS Contract Authorization #

Please remit payment to the address above. Any questions call 575-461-2200

We appreciate your confidence in our team!



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

GRANT AGREEMENT

Project No. 26-E-14

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

**WITNESSETH:**

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

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

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

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

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

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

**WHEREAS**, on **June 17, 2025**, the State Board of Finance awarded the Grantee **\$1,137,959** for enhanced 911 services and equipment.

**NOW, THEREFORE**, the Parties agree as follows:

**ARTICLE I - LENGTH OF GRANT AGREEMENT**

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2025**, through **June 30, 2026**.

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

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

## **ARTICLE II – REPORTS**

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

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

## **ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT**

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$1,137,959** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

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

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

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

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

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

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

#### **ARTICLE IV - MODIFICATION, TERMINATION AND MERGER**

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

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

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

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

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

#### **ARTICLE V - CERTIFICATION**

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

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

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

#### **ARTICLE VI - RETENTION OF RECORDS**

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

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

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

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

#### **ARTICLE VIII - REPRESENTATIVES**

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

Name: **Jamie Luaders**  
Title: **Director**  
Address: **206 East Center**  
**Tucumcari, NM 88401**  
  
Phone: **575-461-2280**  
Fax: **575-467-0418**  
Email: **Jamie.Luaders@Quaycounty-nm.gov**

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

Name: Stephen Weinkauf, or his successor  
Title: E-911 Bureau Chief  
Address: Department of Finance and Administration  
Local Government Division  
Bataan Memorial Building, Suite 202  
Santa Fe, New Mexico 87501  
  
Phone: 505-660-3637  
Fax: 505-827-4948  
Email: Stephen.Weinkauf@dfa.nm.gov

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

**THIS GRANT AGREEMENT** has been approved by:

**GRANTEE**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title, Organization)

**DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Cecilia Mavrommatis, Local Government Division Director

\_\_\_\_\_  
Date

**Exhibit A**

**FY26 PSAP Annual Report  
DUE JUNE 30th, 2026**

Please complete the PSAP Annual Report on-line at: [FY26 Annual PSAP Report](#) Or copy and paste this link into your browser: <https://forms.office.com/g/LV5hbWUdbA>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report:

• JPA and MOU Agreements	
• Established Procedures to handle calls from Speech and Hearing Impaired Individuals	
• Established Procedure for handling abandoned or silent 911 calls	
• PSAP Insurance Provider and Liability Insurance	
• DPS Acadis Roster	
• 911 Call Transfers and Procedures which includes no transfer policies	
• MOU or Release of Liability for 911 Transfers	

**Exhibit B**

**Federal 911 Resource Center Report  
Call Stats  
DUE JANUARY 30th, 2026**

Please complete the PSAP Annual Report on-line at: [FY26 Exhibit B Call Stats](#) or copy and paste this link into your browser: <https://forms.office.com/g/ezdPCUg4wA>

<b>Annual Total of Calls from January 1 through December 31, 2025</b>	
<b>Call Types</b>	
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

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

Exhibit C

<b>Grantee:</b>	County of Quay	<b>Grant Award:</b>	1,137,959
<b>Address:</b>	PO Box 1188 Tucumcari, NM 88401	<b>Project Number:</b>	26-E-14
<b>Telephone:</b>	505-461-4400	<b>Grant Period:</b>	July 1, 2025 - June 30, 2026
<b>Number of Funded PSAP Positions:</b>		Tucumcari - 4	

<b>Budget Line Items</b>	<b>Total Budgeted Amount</b>
<b>Capital</b>	
E-911 Equipment Upgrades	548,157
NextGen 9-1-1 ESInet & NGCS	174,551
Dispatch Software	8,737
Recorder	25,000
UPS/Generator	153,495
<b>Capital Subtotal</b>	<b>909,940</b>
<b>Recurring Network/Managed Services</b>	
E-911 Voice Network	54,810
Data Network	2,000
NextGen 9-1-1 ESInet	21,285
NextGen 9-1-1 NGCS	29,831
Wireless Cost Recovery	-
<b>Recurring Network/Circuit Subtotal</b>	<b>107,926</b>
<b>Recurring Maintenance</b>	
Dispatch Software	39,359
System Maintenance	43,137
<b>Recurring Maintenance Subtotal</b>	<b>82,496</b>
<b>Services/Training</b>	
911 Related Training	5,000
911 Related GIS	4,000
911 Consulting Services	8,647
GIS Consulting Services	13,750
Interpretive Services	1,200
Minor Equipment	5,000
<b>Services/Training Subtotal</b>	<b>37,597</b>
<b>TOTAL</b>	<b>1,137,959</b>





## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 30<sup>th</sup>, 2025

Mr. John Herrera  
Ms. Monica Duran  
New Mexico Department of Transportation  
District 4 Office  
PO Box 10  
Las Vegas, NM, 87701

Dear Mr. Herrera,

Quay County is interested in applying for the Local Government Road Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2025-2026 Vendor No. 54395 Control No. L400722 is as follows:

Total Project:	\$ 315,973.00
State Share:	\$ 236,980.00
Quay County:	\$ 78,993.00

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have questions, you can contact Daniel Zamora at 575-461-2112.

Sincerely,

Daniel Zamora  
Quay County Manager

Contract No. \_\_\_\_\_  
Vendor No. 0000054395  
Control No. HW2L400722

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L400722, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **Three Hundred Fifteen Thousand Nine Hundred Seventy Three Dollars and No Cents (\$315,973)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2026 Local Government Road Fund</u></b>	<b>\$236,980</b>	<b>\$78,993</b>	<b>\$315,973</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$315,973</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

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

**4. The Public Entity Shall:**

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

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

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

#### **5. Both Parties Agree:**

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

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

#### **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

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

**9. Liability.**

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

**10. Contractors Insurance Requirements.**

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

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

**11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

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

**14. Equal Opportunity Compliance.**

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

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

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

**17. Severability.**

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

**18. Applicable Law.**

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

**19. Amendment.**

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

**The remainder of this page is intentionally left blank.**

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Assistant General Counsel

Quay County

By: Leri Rush Date: 6-30-25  
Title: Quay Co. Chair

Attest: Heavenly Manly  
Quay County Clerk or Designee





**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

[illegible]



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

## RESOLUTION NO. 61

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a cooperative grant under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$315,973** to be funded in proportional share by the parties hereto as follows:

CN L400679' Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<b><u>FY 2026 Local Government Road Fund</u></b>  Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction	<b>\$236,980</b>	<b>\$78,993</b>	<b>\$315,973</b>

WHEREAS **Quay County** shall pay all costs, which exceed the total amount of \$ **315,973**.

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

- That the project for this Cooperative Agreement is adopted and has priority standing.
- The Cooperative Agreement terminates on **12/31/2026**, and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- The agent of the **Quay County**, **Daniel Zamora, County Manager**, shall have signature authority to bind the **Quay County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Quay County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Quay County** to enter into Cooperative Agreement Control Number **L400722** with the New Mexico Department of Transportation for LGRF Project for fiscal year **2026 Various County Roads - Planning, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction** within the control of **Quay County** in the State of New Mexico

**DONE AND RESOLVED** this June 30<sup>th</sup>, 2025.



Jerri Rush  
Jerri Rush, Chairperson

Brian Fortner  
Brian Fortner, Member

Dallas Dowell  
Dallas Dowell, Member

Attest:

Veronica Manley  
Veronica Manley, Quay County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

RESOLUTION NO. 62

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

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

**WHERE AS**, the total cost of the project will be **\$315,973** to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or **\$236,980**

and

- b. **Quay County's** proportional matching share shall be 25% or **\$78,993**

TOTAL PROJECT COST IS **\$315,973**

Quay County shall pay all costs, which exceed the total amount of **\$315,973**

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

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

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

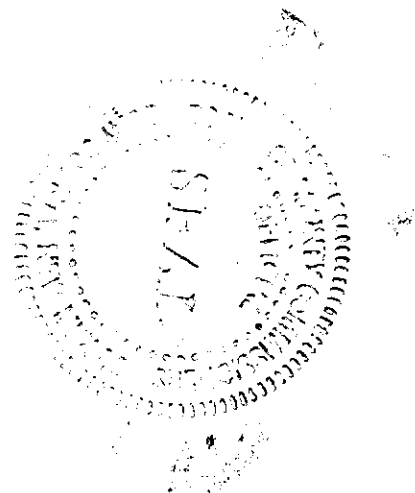
That **Quay County** requests a Match Waiver in the amount of **\$ 78,993** for LGRF Project for the year 2025-2026 to

**SCOPE:** Various County Roads – Planning, design, construction management, construction, reconstruction, reconstruction, pavement rehab, drainage improvements, and miscellaneous construction

**TERMINI:** Quay Road 64.5 (blocks 3750-3850) 1.50 miles; Quay Road 67 (blocks 4150-4250) 1 mile; Quay Road AP.5 (blocks 6600-6730) 1.30 miles; Quay Road AM (blocks 6300-6360) .60 miles; Quay Road AL (blocks 6214-6300) .80 miles; Quay Road AO (blocks 6475-6650) 1.80 miles; Quay Road Z (blocks 7700-7800) 1 mile

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

**DONE AND RESOLVED** this 30<sup>th</sup> day of June 2025.



*Jerri Rush*

Jerri Rush, Chairperson

*Brian Fortner*

Brian Fortner, Member

*Dallas Dowell*

Dallas Dowell, Member

Attest:

*Veronica Manley*

Veronica Manley, Quay County Clerk



## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

June 30<sup>th</sup>, 2025

Mr. John Hererra  
Ms. Monica Duran  
New Mexico Department of Transportation  
District 4 Office  
PO Box 10  
Las Vegas, NM, 87701

Dear Mr. Hererra,

Quay County is interested in applying for the Local Government Road Fund Match Waiver Program per New Mexico Administration Code 18.27.3.8 for our FY 2025-2026 Vendor No. 54395 Control No. L400708 is as follows:

Total Project:	\$ 133,333.00
State Share:	\$ 100,000.00
Quay County:	\$ 33,000.00

We have included a Resolution for analysis by the Department of Finance and Administration in consideration of this Match Waiver request.

If you have questions, you can contact Daniel Zamora at 575-461-2112.

Sincerely,

Daniel Zamora  
Quay County Manager

Contract No. \_\_\_\_\_  
Vendor No. 0000054395  
Control No. HW2L400708

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L400708, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty Three Thousand Three Hundred Thirty Three Dollars and No Cents (\$133,333)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2026 Local Government Road Fund</u></b>	<b>\$100,000</b>	<b>\$33,333</b>	<b>\$133,333</b>
<b>For the purpose stated above in Section 1.</b>			
			<b>Total Project Cost \$133,333</b>



- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

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

**4. The Public Entity Shall:**

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

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

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

#### **5. Both Parties Agree:**

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

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

#### **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

**8. Third Party Beneficiary.**

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

**9. Liability.**

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

**10. Contractors Insurance Requirements.**

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

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

**11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

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

**14. Equal Opportunity Compliance.**

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

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

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

**17. Severability.**

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

**18. Applicable Law.**

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

**19. Amendment.**

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

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**Quay County**

By: Lewi Rush

Date: 6-30-25

Title: Quay County Commission Chair

Attest: Monica Marley  
Quay County Clerk or Designee



**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

[illegible]





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

## RESOLUTION NO. 63

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a cooperative grant under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$133,333** to be funded in proportional share by the parties hereto as follows:

CN L400679' Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	<b>100%</b>
<b><u>FY 2026 Local Government Road Fund</u></b>	<b>\$100,000</b>	<b>\$33,333</b>	<b>\$133,333</b>
Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction			

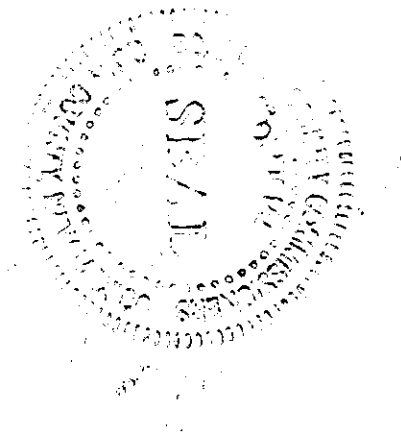
WHEREAS **Quay County** shall pay all costs, which exceed the total amount of **\$133,333**.

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

- That the project for this Cooperative Agreement is adopted and has priority standing.
- The Cooperative Agreement terminates on **12/31/2026**, and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- The agent of the **Quay County**, **Daniel Zamora, County Manager**, shall have signature authority to bind the **Quay County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Quay County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Quay County** to enter into Cooperative Agreement Control Number **L400708** with the New Mexico Department of Transportation for LGRF Project for fiscal year **2026 Various County Roads - Planning, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction** within the control of **Quay County** in the State of New Mexico

**DONE AND RESOLVED** this 30<sup>th</sup> day of June 2025.



*Jerri Rush*

Jerri Rush, Chairperson

*Brian Fortner*

Brian Fortner, Member

*Dallas Dowell*

Dallas Dowell, Member

Attest:

*Veronica Manley*

Veronica Manley, Quay County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

RESOLUTION NO. 64

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

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

**WHERE AS**, the total cost of the project will be **\$133,333** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$ 100,000**

and

b. **Quay County's** proportional matching share shall be 25% or **\$ 33,333**

TOTAL PROJECT COST IS **\$ 133,333**

Quay County shall pay all costs, which exceed the total amount of **\$ 133,333**

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

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

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

That **Quay County** requests a Match Waiver in the amount of **\$ 33,333** for LGRF Project for the year 2025-2026 to

**SCOPE:** Various County Roads – Planning, design, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous construction

**TERMINI:** Quay Road 62.9 (Blocks 4150-4312) 1.7 miles; Quay Road AK (blocks 6300-6380) .80 miles.

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

**DONE AND RESOLVED** this 30<sup>th</sup> day of June 2025.

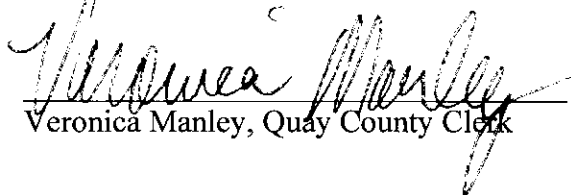


  
Jerri Rush, Chairperson

  
Brian Fortner, Member

  
Dallas Dowell, Member

Attest:

  
Veronica Manley, Quay County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

## RESOLUTION NO. 65

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

WHEREAS, **Quay County** and the New Mexico Department of Transportation have entered into a cooperative grant under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$134,973** to be funded in proportional share by the parties hereto as follows:

CN L400679' Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<b><u>FY 2026 Local Government Road Fund</u></b>  Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction	<b>\$101,095</b>	<b>\$33,698</b>	<b>\$134,793</b>

WHEREAS **Quay County** shall pay all costs, which exceed the total amount of **\$134,793**.

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

- That the project for this Cooperative Agreement is adopted and has priority standing.
- The Cooperative Agreement terminates on **12/31/2026**, and **Quay County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- The agent of the **Quay County**, **Daniel Zamora, County Manager**, shall have signature authority to bind the **Quay County** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Quay County** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Quay County** to enter into Cooperative Agreement Control Number **L400715** with the New Mexico Department of Transportation for LGRF Project for fiscal year **2026 Various County Roads - Planning, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction** within the control of **Quay County** in the State of New Mexico

**DONE AND RESOLVED** this 30<sup>th</sup> day of June 2025.

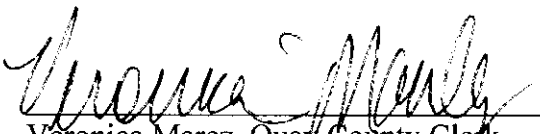


  
\_\_\_\_\_  
Jerri Rush, Chairperson

  
\_\_\_\_\_  
Brian Fortner, Member

  
\_\_\_\_\_  
Dallas Dowell, Member

Attest:

  
\_\_\_\_\_  
Veronica Marez, Quay County Clerk

Contract No. \_\_\_\_\_  
Vendor No. 0000054395  
Control No. HW2L400715

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

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

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L400715, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **One Hundred Thirty Four Thousand Seven Hundred Ninety Three Dollars and No Cents (\$134,793)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
<b>Funding Source 1</b>	<b>75%</b>	<b>25%</b>	
<b><u>FY 2026 Local Government Road Fund</u></b>	<b>\$101,095</b>	<b>\$33,698</b>	<b>\$134,793</b>
<b>For the purpose stated above in Section 1.</b>			
<b>Total Project Cost \$134,793</b>			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

**3. The Department Shall:**

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

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

**4. The Public Entity Shall:**

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



established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

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

**5. Both Parties Agree:**

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

**6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

**7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

#### **8. Third Party Beneficiary.**

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

#### **9. Liability.**

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

#### **10. Contractors Insurance Requirements.**

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

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

#### **11. Scope of Agreement.**

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

#### **12. Terms of this Agreement.**

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

#### **13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, and local laws, and

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

#### **14. Equal Opportunity Compliance.**

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

#### **15. Appropriations and Authorizations.**

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

#### **16. Accountability of Receipts and Disbursements.**

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

#### **17. Severability.**

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

#### **18. Applicable Law.**

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

**19. Amendment.**

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

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Assistant General Counsel

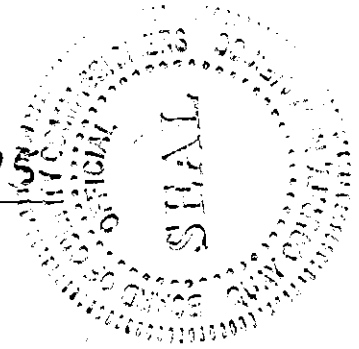
Date: \_\_\_\_\_

**Quay County**

By: Quay County *Jenifer Rush*

Title: Chair

Date: 6-30-25



Attest: *Monica May*  
Quay County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_ and completed on \_\_\_\_\_, 20\_\_\_\_; and

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

ENTITY: \_\_\_\_\_ No.: \_\_\_\_\_ CN: \_\_\_\_\_

PROJECT No.: \_\_\_\_\_

TERMINI: \_\_\_\_\_  
\_\_\_\_\_

SCOPE OF  
WORK: \_\_\_\_\_  
\_\_\_\_\_

[illegible]



# Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

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

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## RENTAL AGREEMENT

### 1. Parties

The parties to this agreement are **Quay County** hereinafter called "landlord," and **Quay County DWI Program Quay County** hereinafter called "tenant."

### 2. Property

Landlord hereby lets the following property to tenant for the term of this agreement:

(a) the real property known as:

113 E. Main Street described as: LOT 17. Block 34 of Tucumcari LOT Subdivision

And (b) the following furniture and appliances on said property:

---

### 3. Term

This agreement shall run from month-to-month, beginning on: July 1, 2025 until June 30, 2026. This agreement will automatically renew contingent upon Quay County receiving DWI Distribution Funds or unless one of the parties hereto notifies the other of its termination. Either party to this agreement may cancel the agreement by written notice to the appropriate party representatives no later than 30 days prior to the actual cancellation.

### 4. Rent

The monthly rental for said property shall be \$ 600.00, due and payable by check by the 1st day of each month.

### 5. Utilities



Tenant agrees to furnish the following services and/or utilities: (X) electricity, (X) gas, (X) garbage collection, (X) trash removal, and (X) water.

### **Deposit**

Tenant will pay the following deposits and/or fees: **No deposit required**

### **In addition, it is agreed:**

6. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
7. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.
8. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
9. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
10. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.
11. Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
12. In a dispute between Landlord and Tenant which gives rise to any action in court, the losing party will pay the court costs and reasonable attorney fees of the successful party.

**We, the undersigned, agree to this Rental Agreement on this . 30<sup>th</sup> day of June 2025.**

Landlord: Quay County Commission



*Jerri Rush*

Jerri Rush, Chairperson

*Brian Fortner*

Brian Fortner, Member

*Dallas Dowell*

Dallas Dowell, Member

Attest:

*Veronica Manley*

Veronica Manley, Quay County Clerk



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2024-2025

## RESOLUTION NO. 66

### A RESOLUTION ADOPTING THE FY 2027-2031 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

**WHEREAS**, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

**WHEREAS**, in time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS**, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS**, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

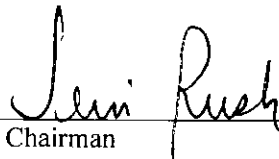
**NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY COMMISSION** that:

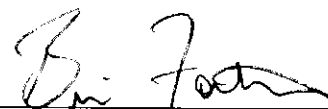
1. The county has adopted the attached FY 2027-2031 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 6 for FY 2024-2025.

**PASSED, APPROVED AND ADOPTED** by governing body at its meeting of June 30<sup>th</sup>, 2025.



#### QUAY COUNTY COMMISSION

  
Jerri Rush Chairman

  
Brian Fortner, Member

ATTEST:

  
Veronica Manley, Quay County Clerk

  
Dallas Dowell, Member

# Infrastructure Capital Improvement Plan FY 2027-2031

## Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031	Total Project Cost	Amount Not Yet Funded	Phases?
27731	2026	002	Courthouse Window Replacement	Facilities - Administrative Facilities	0	1,164,000	0	0	0	0	1,164,000	1,164,000	No
42967	2026	003	Courthouse HVAC Replacement	Facilities - Administrative Facilities	0	500,000	0	0	0	0	500,000	500,000	No
42969	2026	004	Transport Truck	Facilities - Administrative Facilities	0	300,000	0	0	0	0	300,000	300,000	No
32711	2026	008	Ute Reservoir Watershed Restoration	Water - Storm/Surface Water Control	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No
36219	2027	001	Quay Road 63 Construction	Transportation - Highways/Roads/Bridges	0	0	250,000	1,000,000	0	0	1,250,000	1,250,000	Yes
40191	2027	001	Hospital	Facilities - Housing-Related Cap Infrastructure	13,000,000	17,000,000	0	0	0	0	30,000,000	17,000,000	No
24423	2027	002	Bridge #1042 on Historic Rt. 66	Transportation - Highways/Roads/Bridges	2,500,000	0	6,000,000	0	0	0	8,500,000	6,000,000	Yes
35893	2027	003	Quay Road AP Construction	Transportation - Highways/Roads/Bridges	0	0	550,000	300,000	0	0	850,000	850,000	No
36223	2027	004	Quay Road AR Construction	Transportation - Highways/Roads/Bridges	0	0	1,000,000	500,000	0	0	1,500,000	1,500,000	Yes
22058	2027	005	County Vehicles	Vehicles - Other	0	0	300,000	0	0	0	300,000	300,000	No
31133	2027	006	Asset Management Procedure Plan	Other - Other	0	0	50,000	0	0	0	50,000	50,000	No
27887	2027	007	Quay County Detention Center Renovations	Facilities - Other	560,000	0	300,000	0	0	0	860,000	300,000	No
40203	2027	008	Excavator	Equipment - Other	0	0	800,000	0	0	0	800,000	800,000	No

## Infrastructure Capital Improvement Plan FY 2027-2031

43985	2027	009	DWI Roof	Facilities - Administrative Facilities	0	100,000	0	0	0	0	100,000	100,000	No
43983	2027	010	State Police Museum	Facilities - Museums	0	3,000,000	0	0	0	0	3,000,000	3,000,000	No
43998	2027	011	Rescue/ Pumper	Equipment - Public Safety Equipment	0	800,000	0	0	0	0	800,000	800,000	No
44000	2027	012	Dist #2 Station Addition	Facilities - Fire Facilities	0	400,000	0	0	0	0	400,000	400,000	Yes
44002	2027	013	Dist #2 Pumper Truck	Facilities - Administrative Facilities	0	600,000	0	0	0	0	600,000	600,000	No
44004	2027	014	Dist III Brush Truck	Equipment - Public Safety Equipment	0	400,000	0	0	0	0	400,000	400,000	No
44005	2027	015	Quay Water System	Facilities - Administrative Facilities	0	150,000	0	0	0	0	150,000	150,000	No
44007	2027	016	Forrest Water System	Facilities - Administrative Facilities	0	150,000	0	0	0	0	150,000	150,000	No
44008	2027	017	Forrest Engine truck	Vehicles - Public Safety Vehicle	0	600,000	0	0	0	0	600,000	600,000	No
44012	2027	018	Jordan Station Addition	Facilities - Fire Facilities	0	400,000	0	0	0	0	400,000	400,000	No
44014	2027	019	Jordan Water System	Facilities - Administrative Facilities	0	250,000	0	0	0	0	250,000	250,000	No
44016	2027	020	Bard Endee Tender	Facilities - Administrative Facilities	0	500,000	0	0	0	0	500,000	500,000	No
44018	2027	021	Bard Endee Bush Truck	Facilities - Administrative Facilities	0	450,000	0	0	0	0	450,000	450,000	No
44019	2027	022	Porter Station Addition	Facilities - Fire Facilities	0	300,000	0	0	0	0	300,000	300,000	No
44021	2027	023	Nara Visa Initail Attack	Vehicles - Public Safety Vehicle	0	450,000	0	0	0	0	450,000	450,000	No
44022	2027	024	Nara Visa Station Addition	Facilities - Administrative Facilities	0	600,000	0	0	0	0	600,000	600,000	No
43984	2027	025	Tucumcari Mountain Tower	Equipment - Other	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No

<b>Number of projects:</b>	30	<b>Year 1:</b>	30,114,000	<b>Year 2:</b>	9,250,000	<b>Year 3:</b>	1,800,000	<b>Year 4:</b>	0	<b>Year 5:</b>	0	<b>Total Project Cost:</b>	57,224,000	<b>Total Not Yet Funded:</b>	41,164,000
<b>Grand Totals</b>	16,060,000														