



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
July 8, 2013**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 24, 2013

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Lance Labine, Trigg Hospital Administrator**
 - Request Approval of Proposed Ordinance No. 45 Adopting a Special County Hospital Gross Receipts Tax

- II. Janie Hoffman, Quay County Assessor**
 - NMAC Board Report and Election
 - Assessor's Report

- III. Larry Moore, Quay County Road Superintendent**
 - Roads Update



DOC #CM-00313

07/24/2013 02:05 PM Doc Type: COCOM

Fee: (No FieldTag Finance Total Fees found)

Quay County, NM

Pages: 20

Veronica Marez, County Clerk



IV. Richard Primrose, Quay County Manager

- Request Approval of 2012-2013 Resolution #35 Budget Transfer and Increase to County Improvement Fund #649
- Request Approval of 2012-2013 Resolution #36 Budget Increase to Detention Facility Fund #421
- Request Approval of 2012-2013 Resolution #37 Budget Increase to Computer Department #401-92
- Request Approval of DWI Grant 4th Quarter Financial Report
- Request Approval of Ragland Tower Use Agreement with KRQE TV
- Request Approval of CES (Cooperative Educational Services) Purchasing Agreement
- Correspondence

V. Approval of Accounts Payable

VI. Other Quay County Business That May Arise During Commission Meeting

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

July 8, 2013

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 8th day of July, 2013 at 9:00 a.m. in the Commissioners' Room of the Quay County Courthouse, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Brad Bryant, Chairman
Sue Dowell, Member
Mike Cherry, Member
Veronica Marez, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Janie Murray, Quay County Assessor
Steve Hansen, Quay County Sun
Lance Labine, Trigg Memorial Hospital Administrator
Craig Cosner, Trigg Memorial Hospital Board President
Chris Maestas, Quay County Resident
Becky Wallace, Quay County Family Health Center Administrator

Commissioner Brad Bryant called the meeting to order. Brad Bryant led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 24, 2013 regular commission meeting. MOTION carried with all members Dowell and Cherry voting "aye" and Bryant voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with all members voting "aye".

Public Comments: None

Old Business: None

Lance Labine, Trigg Memorial Hospital Administrator requested approval of Proposed Ordinance No.45 Adopting a Special County Hospital Gross Receipts Tax. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said request. MOTION carried with all members voting "aye".

Janie Hoffman, Quay County Assessor gave the following report:

The NMAC Board of Directors elected the following officers to serve a one-year term:

- President-Wendell Bostwick, Curry County Commissioner
- President Elect-Paula Garcia, Mora County Commissioner
- Vice President-Sharon Stover, Los Alamos County Clerk

NACO and WIR representatives for a two-year term:

- NACO Urban Board Representative-Edward Michael, Cibola County Commissioner
- NACO Rural Board Representative-Janie Hoffman, Quay County Assessor
- WIR Representatives-Walter Armijo, Sierra County Commissioner and Danny Monette, Socorro County Commissioner

The Board districts caucused and elected the following as their District Representatives on the Executive Committee for a two-year term:

- District II-Van H. Robertson, Union County Commissioner (Colfax, Harding, Mora, San Miguel, Taos, and Union Counties)
- District IV-Jake Lopez, Roosevelt County Commissioner (Curry, De Baca, Guadalupe, Quay, Roosevelt, and Torrance Counties)
- District VI-James Duffey, Chaves County Commissioner (Chaves, Eddy, Lea, Lincoln, and Otero Counties)

Chris Maestas, Quay County Resident requested permission to borrow the low boy trailer for Rattler Reunion in August. Commissioner's agreed to let Maestas borrow the trailer.

Larry Moore, Quay County Road Superintendent presented the following report:

1. Moore has completed Coop Project.
2. Starting School Bus Project in Nara Visa.
3. Few roads have flooded out.
4. Ray Rush applied for a utility permit for Quay Road AP and Quay Rd 38 to cut across to install a water line. Moore approved the permit.

County Manager Richard Primrose presented the following Manager's Report:

1. Requested approval of 2012-2013 Resolution #35 Budget Transfer and Increase to County Improvement Fund #649. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Resolution. MOTION carried with all members voting "aye". A copy of said Resolution is attached and made a part of these minutes.
2. Requested approval of 2012-2013 Resolution #36 Budget Increase to Detention Facility Fund #421. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. MOTION carried with all members voting "aye". A copy of said Resolution is attached and made a part of these minutes.
3. Requested approval of 2012-2013 Resolution #37 Budget Increase to Computer Department #401-92. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Resolutions. MOTION carried with all members voting "aye". A copy of said Resolutions is attached and made a part of these minutes
4. Requested approval of DWI Grant and Distribution 4th Quarter Financial Report. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the financial report. MOTION carried with all members voting "aye". A copy of said report is attached and made a part of these minutes

5. Requested approval of Ragland Tower Use Agreement with KRQE-TV. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with all members voting "aye". A copy of said Agreement is attached and made a part of these minutes
6. Requested approval of CES (Cooperative Educational Services) Purchasing Agreement. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with all members voting "aye". A copy of said Agreement is attached and made a part of these minutes.
7. Primrose and Commission will be attending the New Mexico Counties Coordination meeting with U.S. Fish and Wildlife Service regarding the proposed listing of the Lesser Prairie Chicken as threatened with Dr. Benjamin Tuggle on July 11, 2013.
8. Primrose will be attending a meeting on July 18, 2013 in Albuquerque for the Racing Commission to get input from different Horse Association and other racetracks.
9. Employee picnic on July 3 had a great turn out.

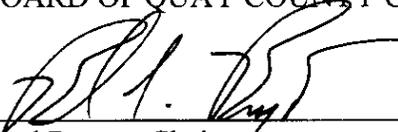
CHECKS WERE REVIEWED AND APPROVED:

OTHER BUSINESS THAT MIGHT ARISE: NONE

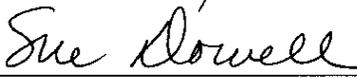
Chairman Bryant announced the Commissioners would be having lunch following the adjournment of this meeting at the Kix 66 Restaurant. The public is welcome to attend.

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, July 22, 2013 unless sooner called. MOTION carried with all members voting "aye". Time noted 10:10 a.m.

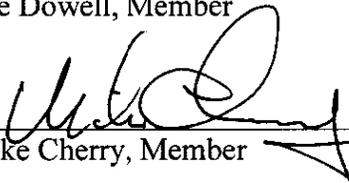
BOARD OF QUAY COUNTY COMMISSIONERS



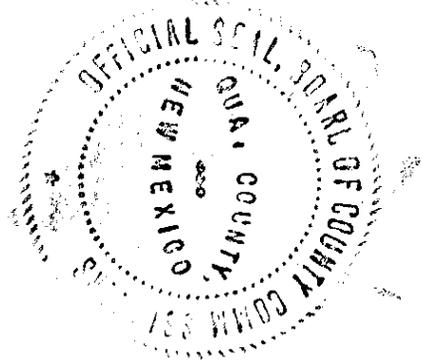
 Brad Bryant, Chairman



 Sue Dowell, Member



 Mike Cherry, Member



ATTEST:



 Veronica Marez, County Clerk

**QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION NO. 35**

Authorization for Budgetary Increase and Transfer of Funds and to **County
Improvement Fund (649-12)**

WHEREAS, at meeting of the Board of Quay County Commissioners on July 8, 2013
the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deem it necessary to request this
Budgetary Increase and Transfer of Funds

**State Fund 300
Budget Increase and Transfer**

	<u>FROM</u>	<u>TO</u>
401-99-97649 Transfer from General Fund	\$400,000.00	
649-99-95401 Transfer to County Improvements		\$400,000.00

WHEREAS, the above activity was not contemplated at the time the final budget was
adopted and approved. **Capital Improvements**

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

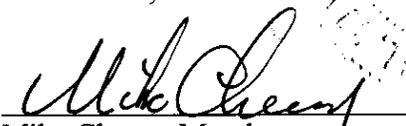
DONE at Tucumcari, County of Quay this 8th day of July, 2013.



Brad Bryant, Chairman



Sue Dowell, Member



Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION NO. 36

Authorization of Budgetary Increase to **Detention Facility Fund (421)**

WHEREAS, at the meeting of the Board of Quay County Commissioners on July 8, 2013 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deem it necessary to request this Budgetary Increase

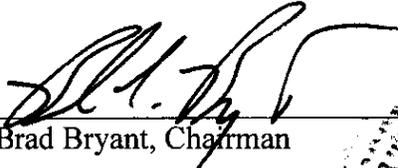
**State Fund 226
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
421-12-47022 Feeding of Prisoners	\$16,000.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Detention Facility Fund Increase**

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

DONE at Tucumcari, County of Quay this 8th day of July, 2013.



Brad Bryant, Chairman

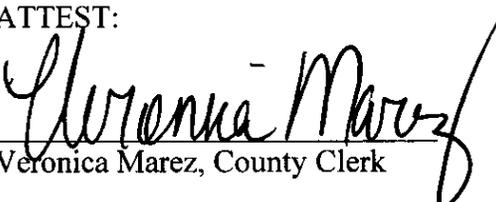


Sue Dowell, Member

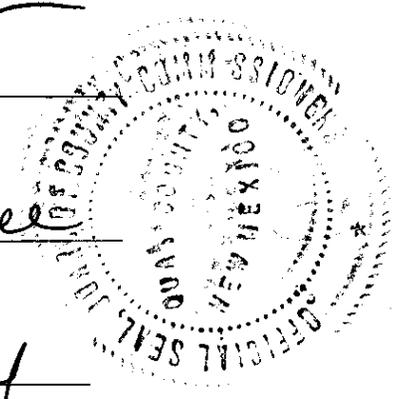


Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



QUAY COUNTY
FISCAL YEAR 2012-2013
RESOLUTION NO. 37

Authorization of Budgetary Increase to **Computer Department Fund (401-92)**

WHEREAS, at the meeting of the Board of Quay County Commissioners on July 8, 2013 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deem it necessary to request this Budgetary Increase

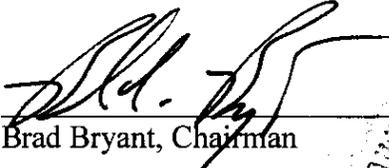
**State Fund 101
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
401-92-45030 Professional Services	\$18,500.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Exceeded Budget**

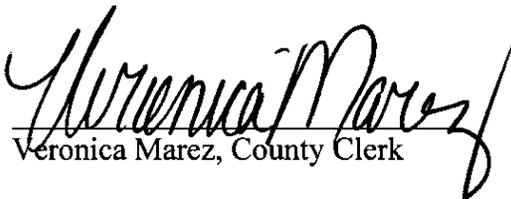
NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

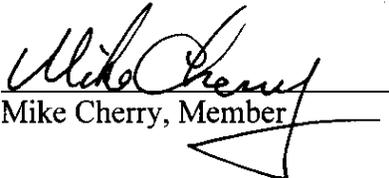
DONE at Tucumcari, County of Quay this 8th day of July, 2013.

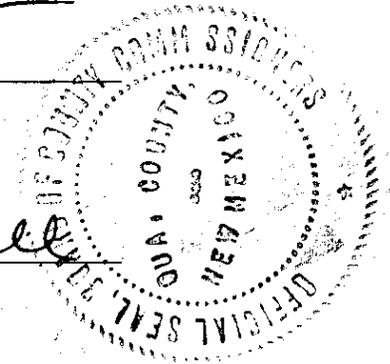

Brad Bryant, Chairman


Sue Dowell, Member

ATTEST:


Veronica Marez, County Clerk


Mike Cherry, Member



LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Payment Request No.:

I. A. Grantee: Quay County
B. Address: P.O. Box 1246
 Tucuman, N.M. 88401
C. Telephone No.: (575) 461-2112
D. Grant No.: 13-D-J-G-21

II. Payment Computation:
A. Grant Award: \$13,300.00
B. Funds Received To Date: \$5,123.84
C. Amount Requested This Payment: \$8,176.16
D. Grant Balance: \$0.00

III. Report Period Ending: 30-Jun-13

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services		0.00	0.00	398.44	0.00	398.44		99.61	99.61
Employee Benefits		0.00	0.00	0.00	0.00	0.00		0.00	0.00
Travel		330.00	330.00	0.00	0.00	0.00		0.00	0.00
Contractual Services		0.00	0.00	0.00	0.00	0.00		0.00	0.00
Operating Expenses		1,000.00	1,000.00	0.00	0.00	0.00		0.00	0.00
PROGRAM									
Personnel Services	10,059.00	0.00	10,059.00	10,376.69	234.62	10,611.31	6,451.57	0.00	6,451.57
Employee Benefits	3,241.00	0.00	3,241.00	2,923.31	626.87	3,550.18	1,724.59	0.00	1,724.59
Travel (In-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	734.26	734.26	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	13,300.00	1,330.00	14,630.00	13,300.00	1,994.19	15,294.19	8,176.16	99.61	8,275.77

15,294.19

8,275.77

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

[Signature]
 Grantee Fiscal Officer
 Date: 6/25/13

Tax ID No.: 85-6000238
[Signature]
 Grantee Representative
 Date: 6/25/13

**LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Program Component Expenditures D(1)**

Grantee: Quay County
Project No. 13-D-J-G-21
Request No. 4

Total Grant Funds Requested This Request: 8,176.16
Total Matching Funds Reported This Request: 99.61
Total Expenditures Reported This Request: 8,275.77

Grant Expenditures:

	<u>Budget</u>		<u>This Request</u>	<u>YTD</u>
Prevention	13,300.00		8,176.16	13,300.00
Enforcement	0.00			0.00
Screening	0.00			0.00
Domestic Violence	0.00			0.00
Treatment: Outpatient/Jailbased	0.00			0.00
Compliance Monitoring/Tracking	0.00			0.00
Coordination, Planning & Evaluation	0.00			0.00
Alternative Sentencing	0.00			0.00
Totals:	13,300.00		8,176.16	13,300.00

In-Kind/Match Expenditures:

	<u>Budget</u>		<u>This Request</u>	<u>YTD</u>
Prevention	1,330.00		99.61	1,994.19
Enforcement	0.00			0.00
Screening	0.00			0.00
Domestic Violence	0.00			0.00
Treatment: Outpatient/Jailbased	0.00			0.00
Compliance Monitoring/Tracking	0.00			0.00
Coor, Plan & Eval	0.00			0.00
Alternative Sentencing	0.00			0.00
Totals:	1,330.00		99.61	1,994.19

Total Expenditures This Reimbursement: 8,275.77 8275.77
Total Expenditures Year to Date: 15,294.19 15294.19

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Shantel N. Perry
Name

Manager
Title

6/25/13
Date

SUBLEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of this 1st day of July, 2013 by and between the County of Quay, New Mexico (the "County"), and LIN Television Corporation (the "Tenant"). The County leases the property and building described Exhibit A (the "Site"). The County hereby subleases to the Tenant, for the term, the rental and subject to the other provisions of the Lease certain telecommunications space as described in Exhibit B (the "Premises").

This Lease shall be subject to that certain Lease dated August 3, 2012 by and between Joyce L. Cone and The County of Quay, New Mexico ("Landlord Lease"). In the event of any conflict between this Lease and the Landlord Lease, the Landlord Lease shall control.

This Lease is made and entered into subject to the following terms and conditions:

1. **TERM.** The initial term of this Lease shall commence July 1, 2013 (the "Commencement Date"), and continue for five (5) years and zero months (the "Term"). In addition and so long as Tenant is not in default of its obligations hereunder, the Term of this Lease shall automatically renew itself for as many as two (2) additional terms ("Renewal Terms") for a period of five (5) years each, unless Tenant notifies the other in writing of its intention not to renew this Lease at least ninety (90) days prior to the expiration of the initial Term or any Renewal Term. Tenant's lease of the Premises during each Renewal Term shall be on the same terms and conditions as set forth herein, except that the amount of Base Rent that is payable during each successive Renewal Term shall be as provided in paragraph 2 below. Notwithstanding the foregoing, Tenant may terminate this Lease without penalty effective as of any July 1 during the Term or Renewal Term by providing written notice to the County by January 1 of that particular year.
2. **RENT.** The annual rent payable hereunder ("Base Rent") shall be Fifteen Hundred Dollars (\$1500.000), payable in advance prior to each anniversary date of the Lease.
3. **USE OF PREMISES.** The Tenant shall have the right to use and occupy the Site solely for telecommunications purposes using equipment suited for operations incident thereto in accordance with the requirements of its authorizations from the Federal Communications Commission ("FCC") and the standards imposed by the FCC and any other body with jurisdiction over such operations ("Tenant's Equipment") and for no other purposes whatsoever. All uses hereunder shall be in compliance with any present or future laws, acts, rules, requirements, orders, directions, ordinances, and/or regulations enacted or promulgated by any federal, state or municipal government or other public department, bureau, office or authority having jurisdiction (collectively "Laws").
4. **INDEMNITY.** Each party agrees to indemnify, defend and hold the other party, its officers, directors, agents, and employees harmless from and against any and all claims, demands, suits and proceedings, made or commenced by any party against any of the foregoing, for personal, property or other damage, caused by, resulting from, or arising out of, or by virtue of (i) the use by the indemnifying party, its agents, servants, employees or invitees, of the Site, or (ii) the performance by, or carrying out by it or them, of any of the terms and conditions hereof, or (iii) the failure to perform any term, covenant or condition required to be performed by the indemnifying party hereunder, or (iv) any damage or injury that may occur as a result of any unsafe condition relating to, or of any negligent installation or maintenance of, the indemnifying party's equipment, or (v) the indemnifying party's failure to comply with any applicable statute, rule, regulation, order or other standard pertaining to the use or installation of equipment; and from and against any and all expenses and losses that may be incurred by the indemnified party, its officers, directors, employees and agents, as a result of any such claim, demand, suit or proceeding, including but not limited to attorneys' fees, court costs, and expenses incurred in responding to or defending any such claim, demand, suit or proceeding.
5. **TAXES, UTILITIES, AND EXPENSES.**
 - a. The County shall pay all real estate taxes, assessments or levies assessed or imposed against the Site.
 - b. The County shall furnish at its own cost all utilities for the Site.
 - c. The Tenant shall pay all personal property or other taxes assessed or imposed with respect to Tenant's Equipment and Tenant's use and occupancy hereunder and all licensing fees, franchise taxes and other fees or charges relating to such use and occupancy.
6. **INSTALLATION, MAINTENANCE AND ACCESS.**

a. The County shall provide maintenance and repair for the Site (but not Tenant's Equipment) provided, however, that when such maintenance and repair is made necessary by or because of the fault or negligence of the Tenant the Tenant shall reimburse the County for such maintenance and repair. County covenants that it will keep the Site in good repair and will comply with all Laws.

b. The Tenant, at its expense, shall install and maintain Tenant's Equipment in its sole discretion. Installation and maintenance shall be conducted by the Tenant in accordance with reasonable engineering standards to assure that at all times Tenant's Equipment and operations are in conformance with the requirements of the FCC (including, but not limited to, the radio frequency radiation regulations described in paragraph 7) and all other public authorities with jurisdiction over Tenant and/or the Site.

c. The County grants to the Tenant a nonexclusive right of ingress and egress to the Site to the extent reasonably necessary to enable Tenant to house, operate, maintain and monitor Tenant's Equipment. The roads, driveways, sidewalks, entrances, parking areas and other common areas in and near the Site shall not be permanently obstructed or encumbered by Tenant or used for any other purposes other than normal ingress or egress to and from the Premises.

7. HUMAN EXPOSURE. Upon the request of the County, the Tenant agrees to develop with the County (and with any other tower tenants) a joint agreement relating to compliance with FCC regulations (and where applicable, requirements of other federal or nonfederal authorities with competent jurisdiction) governing radio frequency radiation exposure of the public and/or employees or agents of the Tenant, the County and any other tower tenants. This radio frequency radiation regulation compliance agreement shall be considered part of the Lease.

8. INTERFERENCE. County shall ensure that the County, its other tenants, employees, agents, or members do not cause harmful interference to Tenant's Equipment. Should Tenant detect harmful interference, it shall notify County in writing and County shall resolve such interference within 24 hours. If County fails to eliminate such interference, Tenant's rent shall abate for such period.

9. CONDEMNATION. If all or any portion of the Site shall be taken or condemned for any public purpose to such an extent as to make Tenant unable to utilize its Equipment, the Lease, at the option of either party, may be terminated. All proceeds from any taking or condemnation of the Site shall belong to and be paid to the County. All proceeds from any taking or condemnation of the Tenant's Equipment shall belong to and be paid to the Tenant, but the County shall not be responsible for obtaining such proceeds from the governing authority on the Tenant's behalf.

10. CASUALTY. If the Site through no fault or neglect of the Tenant, its agents, employees, invitees or visitors, shall be partially destroyed by fire, wind, lightning, explosion, water, collapse or other casualty or other cause so as to render the Site unusable, the rent provided for herein shall abate thereafter until such time as the Site is made usable. In the event of a total destruction of the Site without fault or neglect of the Tenant, its agents, employees, invitees, or visitors, henceforth the Lease shall cease and come to an end. Nothing herein shall be construed to require the County to rebuild the Site, but if the County decides not to rebuild, the Lease shall terminate as of the date of such total destruction. In the event of a fire, wind, lightning, explosion, water, collapse or other casualty in or on the Site, the Tenant shall immediately give notice thereof to the County when the Tenant gains such knowledge.

11. BROKERS. The parties each shall defend, indemnify and save the other party harmless from and against any and all costs, expense or liability for any compensation, commission or charges claimed by a broker or agent as a result of the indemnifying party's dealings in connection with the Lease.

12. HOLDOVER. If the Tenant retains possession of the Site or any part thereof after the termination or expiration of the Lease with the consent of the County, and without execution of a new or extended lease, it shall be deemed to be occupying the Site as a tenant from month to month only, but subject to all other terms and conditions of the Lease. Unless the County shall have consented to such holdover, the Tenant shall indemnify the County and hold it harmless from and against any and all other losses, damages, liabilities, actions, claims, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or related to the Tenant's failure to vacate the Site strictly in accordance with the terms of the Lease.

13. ASSIGNMENT AND SUBLEASES. Neither party shall, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Premises, without first obtaining the prior written consent of the other party, except that either may assign this Lease upon written notice (but without the need for consent) in a corporate reorganization or to a commonly owned or controlled affiliate .

14. DEFAULT.

- a. The occurrence of any of the following events shall constitute an Event of Default on the part of the Tenant hereunder:
- (1) The failure of the Tenant to pay any rent installment when due and payable and to cure such default within ten (10) days after written notice thereof to the Tenant.
 - (2) The failure of the Tenant to comply with any terms, condition or covenant of the Lease, other than payment of Base Rent, if such failure is not cured within thirty (30) days after written notice thereof to the Tenant.
 - (3) The revocation, termination, or cancellation, or the failure or refusal of the FCC or any other governmental agency, for any reason, to issue, extend or renew any license or permit necessary for Tenant's use or continued use of the Premises for the purposes specified herein.
- b. Upon the occurrence of any Event of Default that is not cured within any applicable cure period, the County shall have all of the following remedies:
- (1) The County may proceed as it deems advisable to enforce the provisions of this Lease at law or in equity.
 - (2) The County at any time thereafter may, as its option, terminate this Lease upon written notice to Tenant whereupon Tenant shall then quit and peaceably surrender the Premises to County and comply with the requirements upon termination set forth in paragraph 16.
 - (3) The County may reenter the Premises and may repossess the Premises. Such reentry and/or repossession may be effected by summary proceedings, ejectment or otherwise. Upon reentry or repossession, the County may dispossess the Tenant and may remove the Tenant from the Premises without further notice to Tenant.
- c. In the event of a material breach of the terms and conditions of the Lease by the County, including (but not limited to) Section 8 hereto, and such breach is not cured within thirty (30) days after written notice by the Tenant, as its sole remedy, to the County, the Tenant may terminate the Lease.

15. QUIET ENJOYMENT. County covenants that Tenant, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

16. REMOVAL OF EQUIPMENT. On expiration or termination of this Lease, the Tenant, at its sole expense, shall remove Tenant's Equipment from the Site within thirty (30) days after the date of termination or expiration in such a manner as not to interfere with the County's operations, leaving the Site in as good condition as when the Tenant entered thereon, ordinary wear and tear and occurrences for which the Tenant is not responsible excepted. If the Tenant does not remove Tenant's Equipment as specified herein, said Tenant's Equipment shall be conclusively deemed to be abandoned and shall become the County's property and the County may remove and/or dispose of such Tenant's Equipment as the County sees fit, at the Tenant's expense.

17. ENVIRONMENTAL. County warrants and agrees that neither County nor, to County's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal or will use, generate, store, or dispose of, permit the use, generation, storage or disposal of any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation. County shall indemnify Tenant for any violation of this warranty and covenant.

18. SUBORDINATION. This Lease is and shall be subject and subordinate to all deeds of trust and mortgages which may now or hereafter be secured upon the Site and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any deed of trust beneficiary or mortgagee; but in confirmation of such subordination, Tenant shall execute, within fifteen (15) days after request, any certificate that the County may reasonably require acknowledging such subordination. Notwithstanding the foregoing, the party holding the instrument to which the Lease is subordinate shall have the right to recognize and preserve this Lease in the event of any foreclosure sale or possessory action; and in such case this Lease shall continue in full force and effect at the option of the party holding the superior lien, and Tenant shall attorn to

such party and shall execute, acknowledge and deliver any instrument that has for its purpose and effect the confirmation of such attornment. If the County shall so request, Tenant shall send to any deed of trust beneficiary or mortgagee of the Site designated by the County, a copy of any notice given by Tenant to the County alleging a material breach by the County in its obligations under this Lease.

19. NOTICES. Every notice required by the Lease shall be delivered either by (i) personal delivery or (ii) postage prepaid, return receipt requested certified mail, or Federal Express or other equivalent overnight delivery service, addressed to the party for whom intended at the address appearing above or at such other address as the intended recipient shall have designated by written notice.

20. MISCELLANEOUS.

a. No waiver by either party of a breach of any covenant in the Lease shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant.

b. This Lease shall be binding upon and inure to the benefit of the parties and their permitted successors, assigns, executors, administrators, heirs, legatees, devisees and personal representatives. The warranty and indemnity provisions contained in the Lease shall survive termination or expiration thereof for 2 years.

c. The Lease constitutes the complete undertaking of the parties on this subject matter. The Lease shall be deemed to be a contract made in the state where the Site is located and shall be governed by the laws of that state. Tenant and the County consent to the personal jurisdiction of the courts located in that state.

d. The Lease shall not be modified or otherwise changed orally, but only by an agreement in writing duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, or modification is sought. Paragraph headings are for convenience only, do not modify the actual contract terms, and shall not be considered in the interpretation or construction of the Lease.

e. The invalidity or unenforceability of any particular term or provision of this Lease shall not affect the validity or enforceability of any other term or provision hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

f. Each of the parties hereto warrants to the other that the person or persons executing the Lease on behalf of such party has the full right, power and authority to enter into and execute the Lease on such party's behalf.

g. This Lease does not constitute an offer to lease and shall become effective only upon its execution by the County and Tenant.

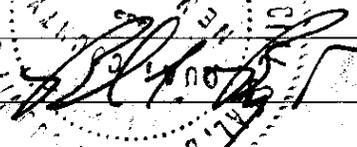
h. References to "expiration" of the Term shall include "termination" and vice-versa, as the context requires.

i. The term "include" or "including" shall mean without limitation by reason of enumeration.

j. The words "herein," "hereof," "hereunder," and other words as similar shall refer to this Lease as a whole and not to any particular provision, except when used in connection with a reference to a paragraph, in which case the paragraph reference shall be to the first page of the Lease, as the context may require.

SIGNATURE PAGE

IN WITNESS WHEREOF, the County and the Tenant have each executed the Lease as of the day, month, and year first herein above written.

By:  _____ (County)
Title: _____
Date: _____

_____ (Tenant)
By: _____
Title: _____
Date: _____

THE SITE

Site Manager: County of Quay, New Mexico

Site: Ragland Tower
"A portion of the Southwest Quarter Northeast Quarter, Section 12, Range 30 East, Township 7 North, sufficient for maintenance of a Repeater Tower, including Maintenance f a building to be used in connection with such Repeater Tower."

Coordinates: 34-50-32.0 N 103-42-48.0 W (NAD 83)

Ground Elevation: 1514.6m

Structure Height: 95m

Structure Description: Guyed tower, ASRN 1052109

Antennas: Qty. 1 - 4' parabolic antenna, 12.5m
Qty. 1 - 8' grid parabolic antenna, approx.. 91.5m
Miscellaneous repeater antennas

Buildings on Site: 8' x 10' metal clad building (County building)

PREMISES

Space inside the building suitable for one (1) rack of broadcast microwave or television translator equipment.

Tower space for one (1) 4' parabolic antenna and one (1) 8' parabolic antenna, approximately located at 12.5m and 91.5m respectively.

Suitable access from Tenant equipment in building to antennas on tower for necessary transmission and control lines.



COOPERATIVE EDUCATIONAL SERVICES

Public Educational Institutions in New Mexico United by a Joint Powers Agreement to Establish an Educational Cooperative

PARTICIPATING ENTITY COOPERATIVE PURCHASING AGREEMENT FOR STATE AGENCIES AND/OR LOCAL PUBLIC BODIES

RECITALS:

Cooperative Educational Services (CES) is the administering agency of the *Restated and Amended Joint Powers Agreement to Establish an Educational Cooperative (JPA)*. The parties to the JPA are public educational institutions in New Mexico, and the JPA is approved by the New Mexico Department of Finance and Administration (DFA). Board Policy is established by the Board of Directors whose members are party to the Joint Powers Agreement.

The JPA provides for cooperative procurement in accordance with the New Mexico Procurement Code. It also allows local public bodies and state agencies to take advantage of cooperative procurement through the JPA. While membership in the JPA is limited to public educational institutions, the Board Policy provides for non-member *Participating Entities* to use CES' programs.

The entity identified below now makes application to be a *Participating Entity* (PE) to the JPA in accordance with the terms and conditions of the CES Board Policy. Approval by the CES President finalizes this Cooperative Purchasing Agreement.

IN CONSIDERATION OF THE RECITALS AND FOR OTHER VALUABLE CONSIDERATION, IT IS AGREED AS FOLLOWS:

I. Purpose The purpose of the Agreement is to establish a method by which participating entities may join together in cooperative multi-jurisdictional contracting and to ensure the commitment of each participating entity. Further, this Agreement shall provide an understanding of the contracting process, and the organization and operation of this purchasing cooperative.

II. Authorization The Agreement is entered into by the participating state agencies and/or local public bodies pursuant to their respective rules and regulations. Each state agency or local public body is authorized by the New Mexico Procurement Code (§13-1-135 NMSA 1978) to enter into cooperative purchasing agreements. Transactions made under this Cooperative Purchasing Agreement are subject to the New Mexico Procurement Code and CES Board Policy.

III. Method Cooperative contracting may occur when two or more members/entities agree to standardize construction, a product or service and combine their requirements in a single solicitation. Any PE with a desire to develop or use a cooperative contract will notify CES. All PE's will have an equal opportunity to use the awarded contracts. Participation in each cooperative contract is voluntary. Participation shall be promulgated by participation in the Cooperative Purchasing Program (CPP) or a signed purchase order to CES, identifying the awarded contract. CES will verify contract conditions and issue a purchase order to the vendor who fulfills the order directly to Participating Entity. Vendor then invoices CES, who invoices PE. Payment is made within 25 days of invoice by the PE to CES, who pays the vendor. CES enables certain vendors to provide online procurement where PE places an order online and then pays the vendor directly. PE understands that there may be instances where the vendor does not have the capacity to fulfill a PE's request for goods or services. PE also understands and agrees that CES only procures goods and services and facilitates transactions and is not a guarantor of or otherwise responsible for a vendor's performance. PE may take part in cooperative contracts by collaborating in the development of contract documents, solicitation of bids and proposals, bid evaluation and analysis, and contract award. Any claim by a vendor against CES resulting from the cooperative contracting process must be dealt with according to the Procurement Code and CES Board Policy, and will not be negotiated, arbitrated or settled by any of the PEs. Commodities, services or items for cooperative solicitation will be selected by CES. At a minimum, the items and services must be such that: 1. when contracted in volume, a reduced cost will occur; 2. they be in constant need by members; 3. they have a supplier base to provide adequate competition; and 4. cooperative contracting has been determined practicable, acceptable and economically feasible by CES.

IV. - Administrative Fee

There is no application fee for the entity; there is no annual membership fee for the entity; there is a 1% administrative fee imbedded in the vendors' contract price.

V. Termination

This Cooperative Purchasing Agreement may be terminated at will by either party with 30 days written notice.

VI. Release and Indemnification

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employee and acknowledges that indemnification may be warranted as between the parties. The liability of the parties shall be subject, in all instances, to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41 -4-1 *et seq.*, as amended. Each Party shall timely notify the other of any intended claims for liability or indemnification and, upon reasonable request in writing shall provide the other Party or its duly authorized representative, reasonable opportunity to examine all books, records or documents in so far as it relates to such claims.

VII. Provisions Required by Law

Each and every provision of laws and any clause required by law to be in the Agreement will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Agreement will be physically amended to make such correction or insertion.

ENTITY APPLICATION

This application is made as stated below:

(Insert name of Entity applying to be a Participating Entity)

This application is made by the following individual with the approval of the entity's administration and governing authority:

(Print name of person making this application)

(Print title of person making application)

(Signature of person making this application)

(Date application is made)

CES APPROVAL

This application is approved by the President of CES on behalf of the parties to the JPA.

(Signature of CES President)

(Date application is approved)

PE # _____

PARTICIPATING ENTITY INFORMATION SHEET

INSTITUTION NAME: _____

ENTITY CONTACT:

Name: _____
(Please Print)

Job Title: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Website Address: _____

Shipping Address: _____

City/State/Zip: _____

PURCHASING CONTACT:

Name: _____
(Please Print)

Job Title: _____

Telephone: _____ Fax: _____

Email Address: _____

ACCOUNTS PAYABLE CONTACT:

Name: _____
(Please Print)

Job Title: _____

Telephone: _____ Fax: _____

Email Address: _____