



QUAY COUNTY GOVERNMENT

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AGENDA SPECIAL SESSION QUAY COUNTY BOARD OF COMMISSIONERS August 20, 2014

9:00 A.M. Call Meeting to Order
Pledge of Allegiance
Approval/Amendment of Agenda

Public Comment

Ongoing Business

- I. Richard Primrose, Quay County Manager**
 - Request Approval to Adopt Ordinance No. 48 and Proclamation of Special County Election adopting a Countywide Emergency Communications and Emergency Medical and Behavioral Health Services Tax
 - Request Approval of Contract with the Greater Tucumcari Economic Development Corporation (EDC)

- II. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn



SPECIAL SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 20, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in special session the 20th day of August, 2014 at 9:00 a.m. in the Commissioners' Room of the Quay County Courthouse, Tucumcari, New Mexico for the sole purpose of Taking care of Business.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Thomas Garcia, Quay County Sun
Steve Henson, Quay County Sun
Nathan Wallace, Quay County Resident
Cheryl Simpson, Quay County Manager's Office
Ashlee Martinez, Quay County Resident
Larry Moore, Quay County Road Superintendent
Warren Frost, Quay County Attorney
Donald Adams, Quay County Fire Marshall

The meeting was called to order by Chairman Brad Bryant. Donald Adams led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to approve the agenda. MOTION carried with Dowell voting "aye", Bryant voting "aye" and Cherry voting "aye".

Public Comment: NONE

Ongoing Business:

Richard Primrose, Quay County Manager requested Approval to Adopt Ordinance No. 48 Emergency Communications and Emergency Medical and Behavioral Health Services Tax. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Ordinance No. 48. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Primrose requested Approval of Contract with the Greater Tucumcari Economic Development Corporation (EDC).

Chairman Bryant requested from Warren Frost, Quay County Attorney to explain the changes that were made to the Contract.

Frost informed the Commissioners of changes to Contract:

- Paragraph 1 allows the County for budgetary reasons on an annual bases to terminate the Contract.
- The Bylaws that the EDC states the County Manager and one designee of the County Commission shall be on the board of directors instead of County Manager and one County Commissioner.
- Page 2 3C Quay County requires that the EDC make a written accountability progress report to the county within 30 days after each quarter.

Commissioner Dowell asked Frost about the 90 day Termination of Contract in the event the City of Tucumcari did not continue with their Contract with EDC. Frost informed Dowell that once Quay County commits for a year they have the ability to terminate the Contract at every budget year.

Commissioner Dowell asked Frost why the Contract is back dated to July 14, 2014. Frost informed Dowell it was a misprint and the correct date is July 1, 2014.

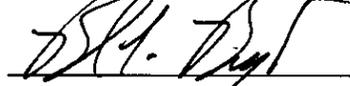
Commissioner Dowell asked when the Annual reports will be due. Primrose informed Commissioner Dowell end of Fiscal Year.

A MOTION was made by Mike Cherry, SECONDED by Brad Bryant, to approve said Contract with the date change from July 14, 2014 to July 1, 2014. MOTION carried with Dowell voting "no", Bryant voting "aye" and Cherry voting "aye".

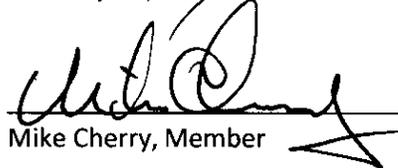
There being no further business, a MOTION was made by Brad Bryant, SECONDED by Mike Cherry to adjourn the special meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, August 25, 2014, at 9:00 a.m. held in House, NM unless sooner called. MOTION carried with Cherry voting "aye", Dowell voting "aye" and Bryant voting "aye".

Time noted 9:15 a.m.

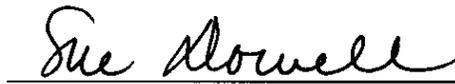
BOARD OF QUAY COUNTY COMMISSIONERS



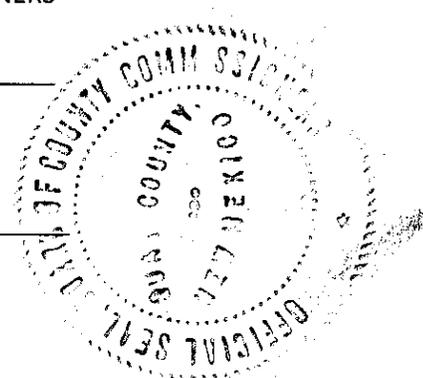
Brad Bryant, Chairman



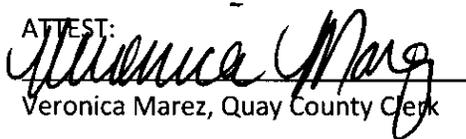
Mike Cherry, Member



Sue Dowell, Member



ATTEST:



Veronica Marez, Quay County Clerk

Countywide Emergency Communications and
Emergency Medical and Behavioral Health Services Tax

Adopting a Tax Increment

ORDINANCE NUMBER 48

ADOPTING A COUNTYWIDE EMERGENCY COMMUNICATIONS AND EMERGENCY MEDICAL AND
BEHAVIORAL HEALTH SERVICES TAX

BE IT ORDAINED BY THE GOVERNING BODY OF

QUAY COUNTY

Section 1. Imposition of Tax. There is imposed on any person engaging in business in the county for the privilege of engaging in business in the county an excise tax equal to (one-fourth of one percent (.25%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "countywide emergency communications and emergency medical and behavioral health services tax."

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

Section 3. Specific Exemptions. No countywide emergency communications and emergency medical and behavioral health services tax shall be imposed on the gross receipts arising from:

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

Section 4. Dedication. Revenue from the countywide emergency communications and emergency medical and behavioral health services tax shall be dedicated to any of the following purposes:

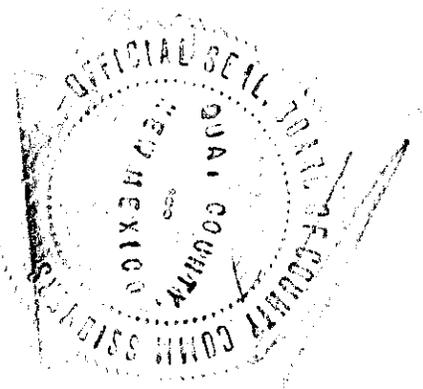
1. Operation of an emergency communications center that has been determined by the Local Government Division of the Department of Finance and Administration to be a consolidated public safety answering point; or
2. Operation of emergency medical services provided by the county; or
3. Behavioral health services.

Section 5. Effective Date. The effective date of the countywide emergency communications and emergency medical and behavioral health services tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results

of the election are certified to be in favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

Section 6. Delayed Repeal. (Optional) Ordinance Number _____ (if it becomes law) is repealed effective _____.

ADOPTED BY THE GOVERNING BODY OF QUAY COUNTY THIS 20 DAY OF August, 2014.



[Signature]
Chairman

[Signature]
Member

[Signature]
Member

ATTEST:

[Signature]
QUAY COUNTY CLERK

ECONOMIC DEVELOPMENT SERVICE AGREEMENT

THIS AGREEMENT is made this 20 day of August 2014 by and between County of Quay, New Mexico, hereinafter referred to as "the County" and the Greater Tucumcari Economic Development Corporation, hereinafter referred to as "EDC".

RECITALS

A. The State of New Mexico has expressly conferred upon counties the authority to allow public support of economic development. The County has adopted a Regional Comprehensive Plan, which includes goals, objectives and policies for economic development within Quay County.

B. The County and the EDC desire to enter into an Agreement whereby the EDC provides economic development services to the County consistent with the provisions of the Quay County Regional Comprehensive Plan.

NOW, THEREFORE, in consideration of their mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. **TERM.** This Agreement shall remain in full force and effect for a period of four (4) years beginning on July 14, 2014. The County shall have the option to terminate this Agreement on each anniversary for budgetary reasons.

2. **REPRESENTATION.** The County shall have two (2) members on the EDC Board of Directors: the County Manager and one (1) designee of the County Commission.

3. **EDC RESPONSIBILITIES.**

a. The EDC shall provide a full range of economic development services to the County pursuant to the New Mexico Economic Development Act "the Act", Sections 5-10-1 through Section 5-10-13, NMSA, 1978 Comp. and consistent with the Quay County Regional Comprehensive Plan.

b. The EDC shall work with qualifying entities as defined by the Act in developing economic development projects and shall provide consulting services, information and technical assistance to existing as well as prospective businesses and industries in order to promote the overall economic growth of the area. In performing those duties the EDC shall focus, to the greatest extent possible, on the following goals:

1. Provide the infrastructure necessary to accommodate new businesses moving into the County;
2. Apply for special programs and grants that can be used for economic development activities and projects;
3. Develop a diverse economy that supports sustainable growth and development that supports all communities in the County;
4. Expand the range of possibilities for agricultural products that can survive in Quay County;
5. Improve rail service to the Tucumcari Industrial Park;
6. Create a business climate attractive to wind farms and wind manufacturing and assembly plant;
7. Work with Quay County to obtain EPA Brownsfield designation and pursue remediation options for Shell Truck Plaza and abandoned gas stations along Route 66;
8. Support the application for the Coronado Park Racetrack and Casino.

The fact that one goal is listed numerically higher than another should in no way be considered by the EDC as a limitation on their efforts. All goals shall be considered of equal weight and importance.

c. The EDC shall make written accountability and progress reports to Quay County within thirty (30) days after the end of each quarter. These reports shall include, but not necessarily be limited to: Information on the EDC's activities hereunder and accounting of the use of funds provided herein. The EDC shall be available to meet with the Quay County Commission on a quarterly basis to discuss EDC projects or, on a more frequent basis as determined by Quay County.

d. The EDC shall annually provide a copy of its latest financial statement and accountant's review report for the current fiscal year.

e. The EDC shall maintain relations with the State of New Mexico Economic Development Department, local utility companies, City of Tucumcari, and other appropriate entities within the region.

f. The EDC shall own and manage any and all real property owned by the EDC to support economic development projects consistent with the New Mexico Economic Development Act.

4. COUNTY'S DUTIES HEREUNDER.

a. The County shall cooperate as necessary with the EDC to achieve the County's economic development goals.

b. The County shall furnish information to the EDC, as it is available regarding resources for economic development. This information shall include, but not necessarily be limited to: an inventory of real property, a description of improvements on any such real property, equipment, and information concerning tax revenues collected for economic development and available for economic development projects.

c. The County shall be responsible for applying for any available economic development monies, whether grants or appropriation or otherwise, which in its sole discretion it deems appropriate for the County.

5. COMPENSATION. The County agrees to pay to the EDC the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year in equal quarterly installments of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00), due in advance on the first (1st) day of each quarter throughout the term of this Agreement. In the event of an emergency, as determined by the Quay County Commission, payments can be reduced to an amount negotiated and agreed to by both parties.

6. INDEPENDENT CONTRACTOR. The EDC is an independent contractor and not an employee or agent of the County. The EDC assumes all liability for, and agrees to hold harmless the County from any and all claims for damages arising from performance under this agreement, and agrees to indemnify the County against any and all losses and liabilities for bodily injuries, death or property damages arising out of any work, services or activity that is performed by the EDC hereunder, and for any and all expenses related to claims and or lawsuits resulting from the services to be provided under this contract, including court costs and attorney's fees and any and all penalties and damages incurred by reason of failure to obtain any permit or license or failure to comply with any applicable laws, ordinances, or regulations.

7. LAWS AND REGULATIONS. The EDC understands and agrees that all applicable state and federal laws, County ordinances, and any rules and regulations of any authority having jurisdiction over economic developments shall apply to the Contract throughout, and such laws, ordinances, rules and regulations shall be deemed to be included herein as if set forth in their entirety, specifically NMSA 1978 §5-10-1 *et seq.*

8. INSURANCE. The EDC shall keep the following insurance coverage in full force and effect throughout the term of this Agreement and shall name the County as coinsured.

General Liability Coverage - One Million Fifty Thousand Dollars (\$1,050,000).

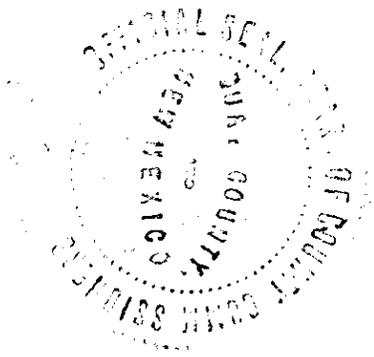
The EDC agrees to defend, protect, indemnify and hold Quay County, New Mexico harmless from any and all claims for damages for personal injury or property damage caused by the EDC or its employees performing hereunder.

9. MISCELLANEOUS.

- a. This Agreement shall be governed and construed pursuant to the laws of the State of New Mexico.
- b. This Agreement contains the entire agreement of the parties.
- c. No amendment of the terms of this Agreement shall be valid unless made in writing and executed with the same formalities as this original Agreement.
- d. The waiver by either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- e. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives and successors in interest.
- f. This Agreement shall not be assignable.
- g. If any provision of this Agreement is subsequently found to be unenforceable, it shall not destroy the legality of the remainder of this Agreement.
- h. In connection with the performance of this Agreement, the EDC agrees not to discriminate against any employee or applicant for employment because of race, creed, color, gender or national origin. The EDC agrees to take affirmative action to ensure that applicants are employed without regard to race, creed, color, gender or national origin.
- i. All documents and data produced hereunder are the property of Quay County, New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original, on the date last written below.

**BOARD OF COUNTY COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO**



By: *Brad Bryant*
Brad Bryant, Chairman

By: *Sue Dowell*
Sue Dowell, Member

By: *Mike Cherry*
Mike Cherry, Member

ATTEST:

Veronica Marez
Veronica Marez
County Clerk

**GREATER TUCUMCARI ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
President