



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
August 25, 2014
Village of House Council Room

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 11, 2014

Approval of Minutes-Special Session August 20, 2014

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

- I. Larry Cooksey, Quay County Sheriff Deputy**
 - July Activity Report

- II. Larry Moore, Quay County Road Superintendent**
 - Request Approval of 2014-2015 Resolution No. 9 Participation in Cooperative Agreement Project Number CAP-4-15(404)
 - Request Approval of 2014-2015 Resolution No. 12 Request for Match Waiver for Cooperative Agreement Project Number CAP-4-15(404)
 - Request Approval of 2014-2015 Resolution No. 10 Participation in Cooperative Agreement Project Number SP-4-15(954)
 - Request Approval of 2014-2015 Resolution No. 13 Request for Match Waiver for Cooperative Agreement Project Number SP-4-15(954)
 - Request Approval of 2014-2015 Resolution No. 11 Participation in Cooperative Agreement Project Number SB-7731(932)15
 - Road Update



DOC #CM-00345

09/06/2014 03:39 PM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages 57



III. Richard Primrose, Quay County Manager

- Request Approval of 2014-2015 Resolution No. 8 Submission of Infrastructure/Capital Improvement Plan (ICIP)
- Request Approval of 2014-2015 Resolution No. 14 Budget Increase for Forrest Fire EMS Fund
- Request Approval of 2014-2015 Resolution No. 15 Budget Increase for Reappraisal Fund
- Correspondence

IV. INDIGENT CLAIMS BOARD

- Call Meeting to Order
- Request Approval of Indigent Minutes for the July 28, 2014 Meeting
- Review August Claims Presented by Julie Lafferty
- Adjourn

V. Request Approval of Accounts Payable

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

VII. Request for Closed Executive Session Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters

Adjourn

Commissioners will have lunch at the House Community Center following the meeting.

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 25, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 25th day of August, 2014 at 9:00 a.m. in the Village of House Council Room, House, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Larry Cooksey, Quay County Sheriff Deputy
Ellen White, Quay County Chief Deputy Clerk
Sherman Martine, Village of House Mayor
Vic Baum, Quay County Chief Deputy Assessor
Nathan Wallace, Quay County Resident
Larry Cooksey, Quay County Deputy Sheriff

Chairman Brad Bryant called the meeting to order. Nathan Wallace led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 11, 2014 regular commission meeting. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". ". A copy of the minutes is attached and made a part of these minutes.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the August 20, 2014 special commission meeting. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". ". A copy of the minutes is attached and made a part of these minutes.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the agenda. MOTION carried. ROLL CALL; Bryant voting "aye", Cherry voting "aye", Dowell voting "aye". ". A copy of the agenda is attached and made a part of these minutes.

PUBLIC COMMENT: Sherman Martin, Village of House Mayor welcomed everyone to House.

ONGOING BUSINESS: None

NEW BUSINESS:

Larry Cooksey, Quay County Sheriff Deputy presented the July activity report. A copy of the report is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent Requested Approval of 2014-2015 Resolution No. 9 Participation in Cooperative Agreement Project Number CAP-4-15(404), Resolution No. 10 Participation in Cooperative Agreement Project Number SP-4-15(954) and Resolution No. 11 Participation in Cooperative Agreement Project Number SB-7731(932)15. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolutions No. 9, No. 10 and No. 11. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". A copy of the Resolutions are attached and made a part of these minutes.

Requested Approval of 2014-2015 Resolution No. 12 Request for Match Waiver for Cooperative Agreement Project Number CAP-4-15(404), Resolution No. 13 Request for Match Waiver for Cooperative Agreement Project Number SP-4-15(954). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolutions No. 12 and No. 13. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Resolutions are attached and made a part of these minutes.

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

1. Presented the blade report.
2. Crews are working on Coop Project on Quay Road 43.
3. Crews are working on mountain road with dozer for ENMU.

County Manager, Richard Primrose gave the following report:

1. Primrose Requested Approval of 2014-2015 Resolution No.8 Submission of Infrastructure/Capital Improvement Plan (ICIP). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 8 moving Detention Center renovation to the No. 1 priority. MOTION carried. ROLL CALL; Dowell voting "aye", Bryant voting "aye", Cherry voting "aye". A copy of the Resolution is attached and made a part of these minutes.
2. Primrose Requested Approval of 2014-2015 Resolution No. 14 Budget Increase for Forrest Fire EMS Fund. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 14. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". A copy of the Resolution is attached and made a part of these minutes.
3. Primrose Requested Approval of 2014-2015 Resolution No. 15 Budget Increase for Reappraisal Fund. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 15. MOTION carried. ROLL CALL; Bryant voting "aye".

Dowell voting "aye", Cherry voting "aye". A copy of the Resolution is attached and made a part of these minutes.

CORRESPONDENCE

1. Received a letter from DFA informing the County that the DWI Project No. 14-4-J-E-21 for fiscal year 2014 is formally closed with no findings.
2. Presented the Election results for the mail ballot election held Tuesday, August 5, 2014 for Ute lake Ranch Public Improvement #2.
3. Informed the Commissioners that Secretary of State announces "first ever" error-free audit of Statewide Election Returns.
4. Received a letter from DFA informing the County that they have received the final budget 2014-2015.
5. NRCS meeting will be meeting Thursday, August 28, 2014 in Tucumcari at 9:00 a.m.
6. Presented the August Gross Receipt Tax Report.
7. Commission meeting from September 8, 2014 has been moved for Friday September 5, 2014.
8. Janie Hoffman is the Quay County Representative for the Gathering of the Counties.
9. Early Voting begins August 26, 2014 for the Special Gross Receipt Tax Election for the Countywide Emergency Communication and Emergency Medical and Behavioral Health Services Tax.

Chairman Bryant requested a ten minute break. Time noted 10:00-10:15 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 10:15 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 10:20 a.m.

CHECKS WERE REVIEWED. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and /or Comments from the Commissioners. NONE

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to the Open Meetings Act 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Time noted 10:25am.

-----EXECUTIVE SESSION-----

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only pending personnel matters was discussed during Executive Session and no action was taken. MOTION carried. ROLL CALL; Bryant voting "aye", Cherry voting "aye", Dowell voting "aye".

Return to regular session. Time noted 10:45 am.

There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Friday, September 5, 2014 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at the Village of House Senior Center and all those in attendance were invited. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 10:45 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

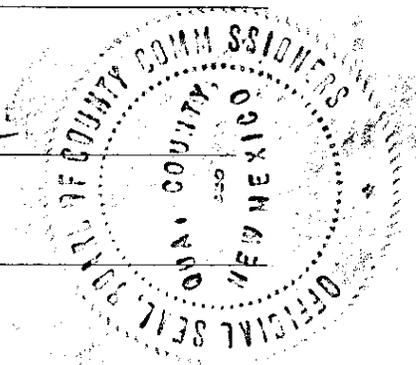
Brad Bryant

Sue Dowell

Sue Dowell

Mike Cherry

Mike Cherry



ATTEST:

Veronica Marez

Veronica Marez, County Clerk

QUAY COUNTY SHERIFF'S OFFICE
TOTAL ACTIVITY
JULY 01-31/2014

Arrests	6	Transports:	19
Calls For Service	509	In State	17
Civil Process	124	Out of State	2
Accidents	3		
Citations	4		
Assist Other Agency	12		
Training	2	Juvenile Transports	1
Court Security	10 hrs		
Total Miles	16,435	Adult Transports	18
		Dog calls	1
		SOR	5

Joe Schallert, Sheriff



Quay County Government

FISCAL YEAR 2014-2015

RESOLUTION No. 9

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

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

WHEREAS, the total cost of the project will be \$ 303,608.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$227,706.00
- and
- b. Quay County's proportional matching share shall be 25% or \$75,902.00

TOTAL PROJECT COST IS \$303,608.00

Quay County shall pay all costs, which exceed the total amount of \$303,608.00.

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 a priority standing.

The agreement terminates on December 31, 2015 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

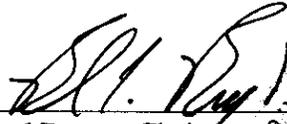
NOW THEREFORE BE IT RESOLVED by Quay County to enter in Cooperative Agreement Project Number CAP-4-15(404), Control Number L400207 with the New Mexico Department of Transportation for LGRF Project for year 2014-2015 to

SCOPE: Plan, design, construction management, construction, reconstruction, pavement rehabilitation, drainage improvements, blade and shape, traffic signal improvements, parking lot improvements, and miscellaneous to various county roads.

TERMINI: 655' E. of QR AP0.6 to 1700' W of QR AP0.6
Exact location and length will vary at time of construction.

within the control of Quay County in Tucumcari/Quay County, New Mexico.

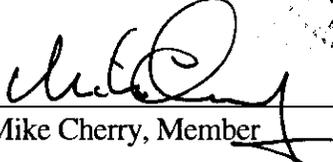
DONE AND RESOLVED this August 25, 2014.



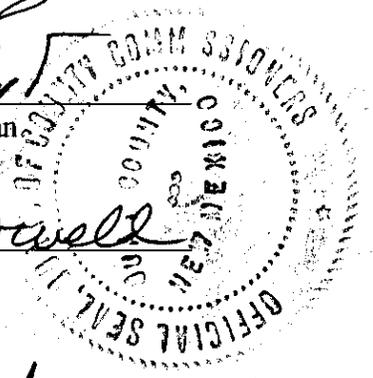
Brad Bryant, Chairman



Sue Dowell, Member



Mike Cherry, Member



Attest:



Veronica Marez, County Clerk



Quay County Government

FISCAL YEAR 2014-2015

RESOLUTION No. 12

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

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

WHEREAS, the total cost of the project will be \$303,608.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$227,706.00

and

b. Quay County's proportional matching share shall be 25% or \$75,902.00 if a 'Hardship' for 'Match Waiver' is not deemed to be present by Department of Finance and Administration and the Department of Transportation

TOTAL PROJECT COST IS \$303,608.00

Quay County shall pay all costs, which exceed the total amount of \$303,608.00.

WHEREAS, The County of Quay limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by New Mexico State Legislature for Public Entities in need of 'hardship' match money and Quay County requests participation in this Match Waive Program in the amount of \$75,902.00.

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 a priority standing.

The agreement terminates on December 31, 2015 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 understanding have been merged into the written agreement.

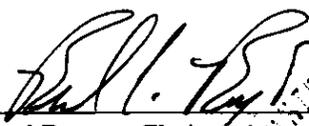
NOW therefore, be it resolved Quay County to enter into Cooperative Agreement Project Number CAP-4-15(404) Control Number L400207 with the New Mexico Department of Transportation For LGRF Project for year 2014-2015 to

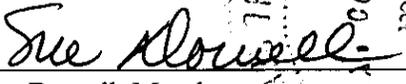
SCOPE: Plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blade and shape, traffic signal improvements, parking lot improvements, and miscellaneous to various entity streets

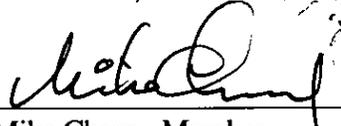
TERMINI: 655' E. of QR AP0.6 to 1700' W. of QR AP0.6
Exact location and length will vary at time of construction.

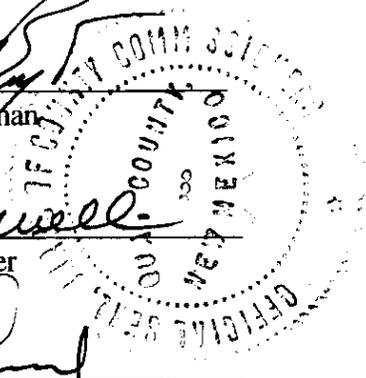
within the control of Quay County in Quay County, New Mexico.

DONE AND RESOLVED this 25th day of August 2014.


Brad Bryant, Chairman


Sue Dowell, Member


Mike Cherry, Member



ATTEST:


Veronica Marez, County Clerk

Contract No. _____
Vendor No. 54395
Project No. CAP-4-15(404)
Control No. L400207

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **QUAY COUNTY**, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **CAP-4-15(404)**, Control No. **L400207** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Three Hundred Three Thousand, Six Hundred Eight Dollars (\$303,608.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **Department's share shall be 75%** **\$227,706.00**
Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county

roads.

- b. **The Public Entity's** required proportional matching
Share shall be **25%** **\$75,902.00**
For purpose stated above

- c. **Total Project Cost** **\$303,608.00**

- 2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Three Hundred Three Thousand, Six Hundred Eight Dollars (\$303,608.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

- 1. Act in the capacity of lead agency for the purpose as described in Section One.
- 2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- 3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- 4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
- 5. In the event a contractor is hired for the Project, require the contractor 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 contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
- 6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said

activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) 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, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an **“AS BUILT Summary of Costs and Quantities”** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost”** form.
15. 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) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive

sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. 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 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) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

This Agreement 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 this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – 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.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____
Assistant General Counsel

QUAY COUNTY

By: *Paul D. Rame*
County Manager

Date: 8/25/14

ATTESTED

By: *Veronica May*
County Clerk

Date: 8/25/2014

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 Local Government Road Fund Project 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



Quay County Government

FISCAL YEAR 2014-2015

RESOLUTION No. 10

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

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

WHEREAS, the total cost of the project will be \$ 149,391.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$112,043.00

and

b. Quay County's proportional matching share shall be 25% or \$37,348.00

TOTAL PROJECT COST IS \$149,391.00

The County of Quay shall pay all costs, which exceed the total amount of \$149,391.00.

Now therefore, be it resolved in official session that The County of Quay determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2015 and The County of Quay 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

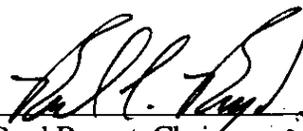
NOW THEREFORE BE IT RESOLVED by The County of Quay to enter in Cooperative Agreement Project Number SP-4-15(954), Control Number L400175 with the New Mexico Department of Transportation for LGRF Project for year 2014-2015 to

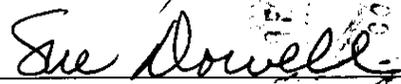
SCOPE: Plan, design, construction management, construction, reconstruction, pavement rehabilitation, drainage improvements, blade and shape, traffic signal improvements, parking lot improvements, and miscellaneous to various county roads.

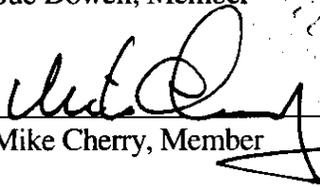
TERMINI: 1700' W. of QR AP0.6 to 2,950' W. of QR AP0.6
Exact location and length will vary at time of construction.

within the control of the County of Quay in Tucumcari/Quay County, New Mexico.

DONE AND RESOLVED this August 25, 2014.

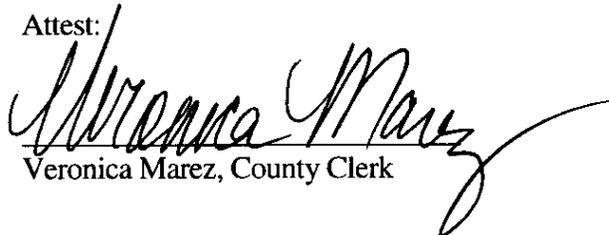

Brad Bryant, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Veronica Marez, County Clerk



Quay County Government

FISCAL YEAR 2014-2015

RESOLUTION No. 13

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

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

WHEREAS, the total cost of the project will be \$149,391.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$112,043.00

and

b. Quay County's proportional matching share shall be 25% or \$37,348.00 if a 'Hardship' for 'Match Waiver' is not deemed to be present by Department of Finance and Administration and the Department of Transportation

TOTAL PROJECT COST IS \$149,391.00

Quay County shall pay all costs, which exceed the total amount of \$149,391.00.

WHEREAS, The County of Quay limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by New Mexico State Legislature for Public Entities in need of 'hardship' match money and Quay County requests participation in this Match Waive Program in the amount of \$37,348.00.

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 a priority standing.

The agreement terminates on December 31, 2015 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 understanding have been merged into the written agreement.

NOW therefore, be it resolved Quay County to enter into Cooperative Agreement Project Number SP-4-15(954) Control Number L400175 with the New Mexico Department of Transportation For LGRF Project for year 2014-2015 to

SCOPE: Plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements, blade and shape, traffic signal improvements, parking lot improvements, and miscellaneous to various entity streets

TERMINI: 1700' W. of QR AP0.6 to 2,950' W. of QR AP0.6
Exact location and length will vary at time of construction.

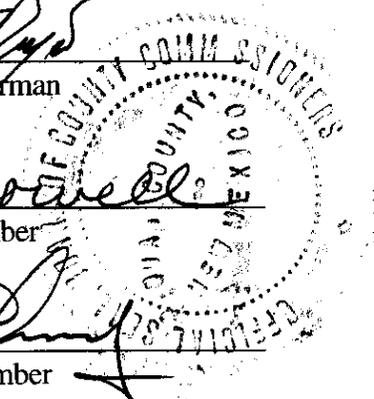
within the control of Quay County in Quay County, New Mexico.

DONE AND RESOLVED this 25th day of August 2014.

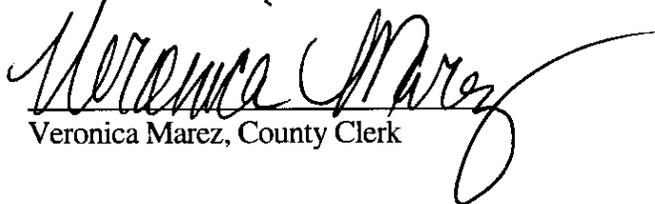

Brad Bryant, Chairman


Sue Dowell, Member


Mike Cherry, Member



ATTEST:


Veronica Marez, County Clerk

Contract No. _____
Vendor No. 54395
Project No. SP-4-15(954)
Control No. L400175

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **QUAY COUNTY**, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SP-4-15(954)**, Control No. **L400175** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One Hundred Forty Nine Thousand, Three Hundred Ninety One Dollars (\$149,391.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$112,043.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county

roads.

- b. **The Public Entity's** required proportional matching
Share shall be **25%** **\$37,348.00**
For purpose stated above

- c. **Total Project Cost** **\$149,391.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Forty Nine Thousand, Three Hundred Ninety One Dollars (\$149,391.00).**

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor 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 contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) 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, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an **“AS BUILT Summary of Costs and Quantities”** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **“Project Certification of Design, Construction, and Cost”** form.
15. 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) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the

contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability

pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. 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 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) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

This Agreement 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 this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – 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.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

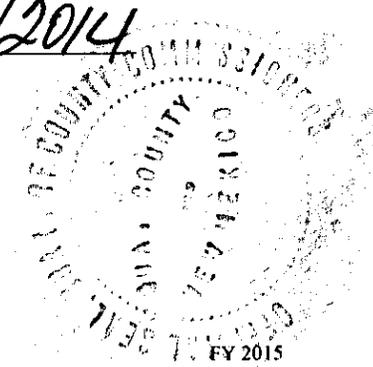
By: _____ Date: _____
Assistant General Counsel

QUAY COUNTY

By: *Phillip A. Price* Date: 8/25/14
County Manager

ATTESTED

By: *Veronica Marez* Date: 8/25/2014
County Clerk



**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 Local Government Road Fund Project 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



Quay County Government

FISCAL YEAR 2014-2015

RESOLUTION No. 11

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

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

WHEREAS, the total cost of the project will be \$ 169,699.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$127,274.00

and

b. Quay County's proportional matching share shall be 25% or \$42,425.00

TOTAL PROJECT COST IS \$169,699.00

The County of Quay shall pay all costs, which exceed the total amount of \$169,699.00.

Now therefore, be it resolved in official session that The County of Quay determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2015 and The County of Quay 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

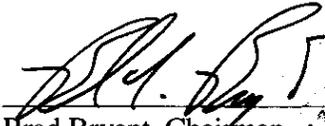
NOW THEREFORE BE IT RESOLVED by The County of Quay to enter in Cooperative Agreement Project Number SB-7731(932)15, Control Number L400214 with the New Mexico Department of Transportation for LGRF Project for year 2014-2015 to

SCOPE: Plan, design, construction management, construction, reconstruction, pavement rehabilitation, drainage improvements, blade and shape, traffic signal improvements, parking lot improvements, and miscellaneous to various county roads.

TERMINI: QR AP0.6 From W Tucumcari Blvd to Intersection QR 63 and Approximately 370 LF QR 63
Exact location and length will vary at time of construction.

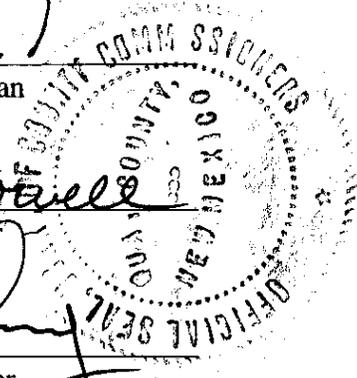
within the control of the County of Quay in Tucumcari/Quay County, New Mexico.

DONE AND RESOLVED this August 25, 2014.

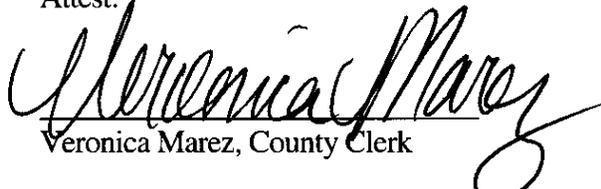

Brad Bryant, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Veronica Marez, County Clerk

Contract No. _____
Vendor No. 54395
Project No. SB-7731(932)15
Control No. L400214

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2014 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department") and the **QUAY COUNTY**, ("Public Entity").

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **Public Entity** for the **Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads**, as described in Project No. **SB-7731(932)15**, Control No. **L400214** and the Public Entity's resolution attached as Appendix C ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One Hundred Sixty Nine Thousand, Six Hundred Ninety Nine Dollars (\$169,699.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$127,274.00**

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county

roads.

b. The Public Entity's required proportional matching

Share shall be 25% **\$42,425.00**

For purpose stated above

c. Total Project Cost

\$169,699.00

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Sixty Nine Thousand, Six Hundred Ninety Nine Dollars (\$169,699.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor 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 contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said

activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of approval of funding by the State Transportation Commission.
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine (9) months from the effective date of this agreement.
13. Within thirty (30) 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, which is attached as Exhibit A.

14. Within thirty (30) days of completion, furnish the Department an “**AS BUILT Summary of Costs and Quantities**” form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in “**Project Certification of Design, Construction, and Cost**” form.
15. 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) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
16. Maintain all facilities constructed or reconstructed with funds provided by this Agreement.

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive

sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable 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 Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or disability, 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 the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. 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 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) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation shall be reimbursed to the Department within thirty days.

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2015.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within nine months from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

This Agreement 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 this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – 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.

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S
OFFICE OF GENERAL COUNSEL**

By: _____ Date: _____
Assistant General Counsel

QUAY COUNTY

By: *Richard A. Rain* Date: 8/25/14
County Manager

ATTESTED

By: *Veronica Perez*
County Clerk

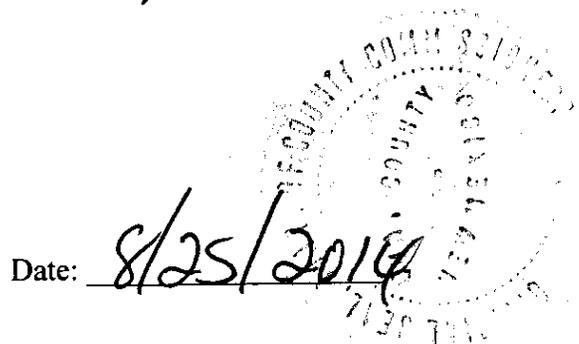


EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

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 Local Government Road Fund Project 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

**COUNTY OF QUAY
FISCAL YEAR 2014-2015
Resolution No. 8**

**A RESOLUTION ADOPTING AN
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 times 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

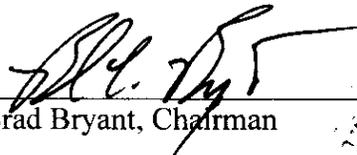
WHEREAS, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. The county has adopted the attached Infrastructure Capital Improvements 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. 12 for FY 2013-2014.

PASSED, APPROVED AND ADOPTED by the governing body at its meeting of August 25, 2014.

QUAY COUNTY COMMISSION

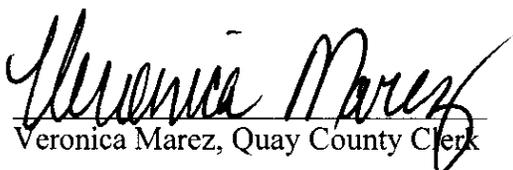


Brad Bryant, Chairman



Sue Dowell, Member

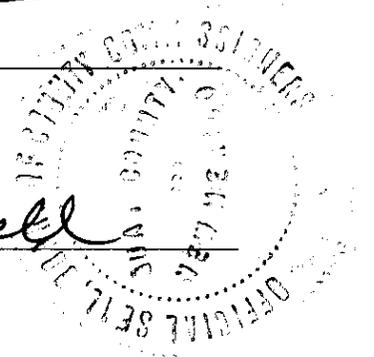
ATTEST:



Veronica Marez, Quay County Clerk



Mike Cherry, Member



Infrastructure Capital Improvement Plan FY 2016-2020

Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded						Total Project Cost	Amount Not Yet Funded	Phases
					to date	2016	2017	2018	2019	2020			
23103	2016	001	County Road Vehicles	Public Safety Vehicles	0	195,000	0	0	0	0	195,000	195,000	No
23119	2016	002	Skid Steer w/Attachments	Hiways/Roads/Streets/Bridges	0	85,000	0	0	0	0	85,000	85,000	No
27887	2016	003	Quay County Detention Center Renovations	Adm./Service Facilities (local)	0	250,000	0	0	0	0	250,000	250,000	No
27731	2016	004	Courthouse Window Replacement	Adm./Service Facilities (local)	0	318,500	0	0	0	0	318,500	318,500	No
23125	2016	005	Dump Truck Equipment	Hiways/Roads/Streets/Bridges	0	350,000	0	0	0	0	350,000	350,000	No
24423	2017	001	Bridge #1042 and #1044 on Historic Rt. 66	Hiways/Roads/Streets/Bridges	0	2,000,000	1,000,000	0	0	0	3,000,000	3,000,000	Yes
23108	2017	002	Dozer Equipment	Hiways/Roads/Streets/Bridges	0	750,000	0	0	0	0	750,000	750,000	No
23127	2017	003	Pneumatic Roller	Hiways/Roads/Streets/Bridges	0	170,000	0	0	0	0	170,000	170,000	No
22065	2017	004	Rodeo/Fairgrounds	Adm./Service Facilities (local)	0	100,000	0	0	0	0	100,000	100,000	No
22057	2017	005	Office Equipment	Adm./Service Facilities (local)	0	50,000	0	0	0	0	50,000	50,000	No
22058	2018	001	County Vehicles	Adm./Service Facilities (local)	0	0	150,000	0	0	0	150,000	150,000	No
10548	2018	002	Transport Van-QCDC	Adm./Service Facilities (local)	0	0	30,000	0	0	0	30,000	30,000	No
19910	2018	003	Detention Center Equipment	Public Safety Equipment/Bldgs	0	0	175,000	0	0	0	175,000	175,000	No
24424	2018	004	Detention Isolation Cells	Adm./Service Facilities (local)	0	0	250,000	0	0	0	250,000	250,000	No
11734	2018	005	Handicap Accessibility and CH Steps	Adm./Service Facilities (local)	0	0	50,000	0	0	0	50,000	50,000	No
23105	2019	001	Judicial Building for District Attorney's	Adm./Service Facilities (local)	0	0	0	1,300,000	0	0	1,300,000	1,300,000	No

Thursday, August 14, 2014

Quay County/ICIP 10000

**QUAY COUNTY
FISCAL YEAR 2014-2015
RESOLUTION No. 14**

Authorization of Budgetary Increase to **EMS Fund (414)**

WHEREAS, at meeting of the Board of Quay County Commissioners on August 25, 2014 the following was among the proceedings;

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

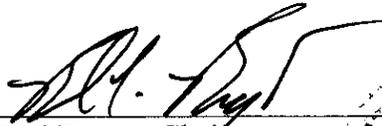
**State Fund 206
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
414-12-48120 Cap Outlay-Forrest Fire EMS	\$2,008.00	
414-00-37411 Forrest Fire EMS Funds		\$2,008.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Additional Revenue Received**

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 House, County of Quay, New Mexico this 25th day of August, 2014.



Brad Bryant, Chairman



Sue Dowell, Member

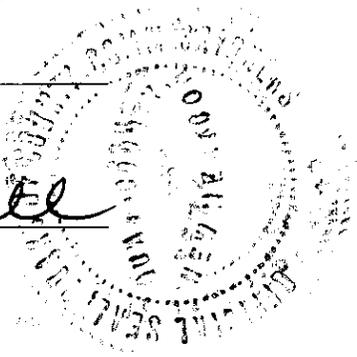


Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



**QUAY COUNTY
FISCAL YEAR 2014-2015
RESOLUTION No. 15**

Authorization of Budgetary Increase to **Reappraisal Fund (499)**

WHEREAS, at meeting of the Board of Quay County Commissioners on August 25, 2014 the following was among the proceedings;

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

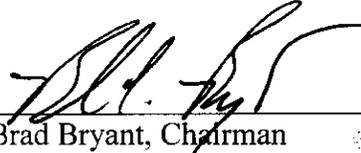
**State Fund 203
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
499-12-48900 Capital Outlay	\$15,000.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Cash Carryover budgeted**

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 House, County of Quay, New Mexico this 25th day of August, 2014.



Brad Bryant, Chairman

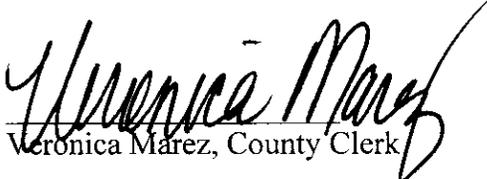


Sue Dowell, Member



Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk

