



QUAY COUNTY GOVERNMENT

300 South Third Street

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Tucumcari, NM 88401

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**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
June 29, 2015**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 8, 2015

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

I. Russell Schafer, Quay County Sheriff

- Sheriff's Report

II. T. J. Rich, Quay County Detention Center Administrator

- Approval of Santa Fe County and Quay County Juvenile Detention Center Contract
- Approval of Lea County and Quay County Agreement to House Inmates
- Approval of McKinley County and Quay County Juvenile Detention Center Contract

III. Larry Moore, Quay County Road Superintendent

- Approval of a **County Arterial Program Agreement CAP-4-16(456)** between the New Mexico Department of Transportation and Quay County and 2014-15 Resolution No.47
- Approval of a **County Cooperative Agreement SP-4-16(905)** between the New Mexico Department of Transportation and Quay County and 2014-15 Resolution No.48
- Approval of a **School Bus Route Agreement SB-7731(943)16** between the New Mexico Department of Transportation and Quay County and 2014-15 Resolution No.49
- Road Update



DOC #CM-00370

07/21/2015 01:51 PM Doc Type: COCOM

Fee (No FieldTag Finance.TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 65



IV. Richard Primrose, Quay County Manager

- Discussion of County Indigent Funds
- Approval of the DWI Grant 4th Quarter Financial Report
- Correspondence

V. INDIGENT CLAIMS BOARD

- Call Meeting to Order
- Request Approval of Indigent Minutes for the May 26, 2015 Meeting
- Review June Claims Prepared by Sheryl Chambers
- Adjourn

VI. Request Approval of Accounts Payable

VII. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation, and
- Pursuant to Section 10-15-1(H) 8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights

VIII. Richard Primrose, Quay County Manager

- Proposed action, if any, from Executive Session

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

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 29, 2015

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 29th of June 2015 at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Sue Dowell, Member
Mike Cherry, Member
Richard Primrose, County Manager
Veronica Marez, Quay County Clerk

OTHERS PRESENT:

Thomas Garcia, Quay County Sun
Russell Braziel, KQAY Radio Station
Larry Moore, Quay County Road Supervisor
Rusty Shafer, Quay County Sheriff
TJ Rich, Quay County Detention Center Supervisor
Patsy Gresham, Quay County Treasurer
Ellen White, Quay County Chief Deputy Clerk
Cheryl Simpson, Quay County Manager's Office
Gail Houser, Tucumcari Mainstreet Director

The meeting was called to order by Chairman McCasland. Gail Houser led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 8, 2015 regular commission meeting. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

PUBLIC COMMENT: None

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Russell Shafer, Quay County Sheriff, presented the April activity report. A copy of the report is attached and made a part of these minutes.

T.J. Rich, Quay County Detention Center Administrator requested approval of Santa Fe County and Quay County Juvenile Detention Center Contract, Lea County and Quay County Agreement to house inmates, and McKinley County and Quay County Juvenile Detention Center Contract. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said Contracts and Agreement. MOTION carried. Copy of said Contracts are attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Larry Moore, Quay County Road Superintendent presented the following Resolutions for approval.

Requested approval of a County Arterial Program Agreement CAP-4-16(456) between the New Mexico Department of Transportation and Quay County and 2014-2015 Resolution No. 47.

Requested approval of a County Cooperative Agreement SP-4-16(905) between the New Mexico Department of Transportation and Quay County and 2014-2015 Resolution No. 48.

Requested approval of a School Bus Route Agreement SB-7731(943)16 between the New Mexico Department of Transportation and Quay County and 2014-2015 Resolution No. 49. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said Resolutions and Agreements. MOTION carried. Copy of said Resolutions and Agreements are attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

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

1. Crews completed the CAP project on Quay Rd. U.
2. Crews have been mowing and repairing pot holes.
3. Larry Parker came in on Wednesday June 24 and made 235 tons of coal mix.
4. Blade men caught up on repairing roads, Intersections and cleaning out culverts.
5. Moore thanked everyone who helped out with ROADEO in Albuquerque. The ROADEO was a success with 80 contestants.

Richard Primrose informed Moore he received a call from Doug Ellis complimenting his crew for a job well done on Quay Rd U. He also had complimented on Mark Alderete and the crews saying they were very polite.

Franklin McCasland also received a call from residents in the area of Quay Rd. U informing him that the crews were very polite and did a great job.

Richard Primrose gave the following County Manager's Report:

Requested approval of the DWI Grant 4th Quarter Financial Report. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said Report. MOTION carried. Copy of said Report is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

Primrose informed the Commissioners he received a memo about the possibility of using Indigent Funds for copays and insurance premiums. Our Ordinance doesn't allow that use of our tax but this opinion says it is allowable. We would have to change our policy and Ordinance to do that.

McCasland informed Primrose that this is not the intent of the tax. The voters passed the tax to support the hospital. It is to be used to support our local medical providers and community to keep our hospitals open.

Commissioner Cherry and Commissioner Dowell agree with McCasland.

CORRESPONDENCE:

1. Presented the monthly RPHCA monthly report.
2. Received a press release from Governor Martinez in regards to 100 days, 100 nights of summer for the DWI program.
3. Received a letter from DFA that they have received and approved Quay County's preliminary budget.
4. Eastern Plains Council of Governments will be having a water meeting on July 9 at 10:00 a.m. at Eastern Plains.

5. Presented a spreadsheet of Resolutions that were passed by all Affiliates at the NMAC summer Conference.
6. Presented the NMAC Board of Directors meeting agenda.
7. Presented June GRT report.
8. Gaco Roofing will be inspecting the roof at the fairground on July 12.
9. Rusty has been chosen to be Chairman of dispatch.
10. Tucumcari Rural Water Authority meeting will be held tomorrow at City Hall at 1:00 p.m.
11. Gaming Authority meeting will be held tomorrow at the Quay County Commission Chamber at 2:30 p.m.
12. Courthouse will be closed July 3 in observance of Fourth of July.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried. Cherry voting "aye", Dowell voting "aye", McCasland voting "aye". Time noted 9:30 a.m.

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

Return to regular session. Time noted 9:35 a.m.

CHECKS WERE REVIEWED.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures as presented. MOTION carried. A copy of the expenditure report is attached and made a part of these minutes.

Commissioners Voted:

McCasland - "YES"

Dowell - "YES"

Cherry - "YES"

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to the Section 10-15-1(H)8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights. Pursuant to Section 10-15-1(H)7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation. MOTION carried. Dowell voting "aye", Cherry voting "aye", McCasland voting "aye".

Time noted 9:40 am.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the Purchase, Acquisition or Disposal of Real Property or Water Rights and threatened or

pending litigation was discussed during Executive Session. MOTION carried McCasland voting "aye", Cherry voting "aye", Dowell voting "aye".

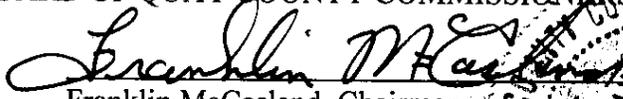
Return to regular session. Time noted 10:50 a.m.

Richard Primrose, Quay County Manager. No action was taken in executive session.

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. Franklin McCasland received an email from Tom Sidwell and Bill Humphreys in regards to the plague of grasshoppers we are going to have this summer. Primrose received same email and forwarded to Jason Lamb and he said USDA has a plan. They are doing counts and there is a program for cost share of 100% public land and 30% private land but the problem is if you spray and the neighbor doesn't then they will migrate back.

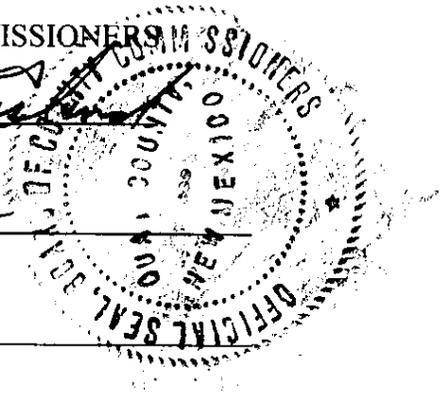
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for July 13, 2015 unless sooner called. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Time noted 10:55 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

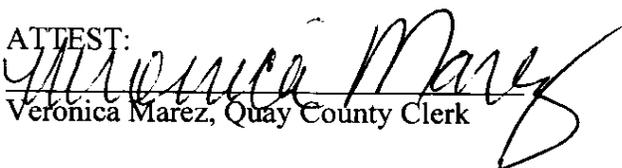

Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



ATTEST:


Veronica Marez, Quay County Clerk

**AGREEMENT FOR JUVENILE RESIDENT CONFINEMENT
BETWEEN THE COUNTY OF SANTA FE
AND QUAY COUNTY**

THIS AGREEMENT is entered into by the and between the Santa Fe County, hereinafter referred to as the "County" and Quay County, hereinafter referred to as the "Contractor."

RECITALS

WHEREAS, the Contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation of the Contractor's ordinances, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Santa Fe County Youth Development Program (SFCYDP) which has, from time to time, vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's residents on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the County shall accept and detain, on a space available basis, the Contractor's residents which may be delivered to SFCYDP, from time to time, for incarceration.

2. **COMPENSATION.**

The Contractor shall pay the County \$185.00, per full or partial calendar day for each Contractor resident confined at SFCYDP. SFCYDP has the option to review and increase this contract upon the anniversary date.

3. **INVOICES.** The County shall bill the Contractor for all persons housed at the SFCYDP on a monthly basis and shall provide the Contractor with a statement containing the names of persons housed, their booking number, dates of incarceration, total number of days billed, medical costs incurred, if any, and the total Contractor resident costs for the month. The Contractor shall pay the invoice in full within thirty (30) days of receipt. If a invoice is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly.

4. **RESIDENT APPROVAL.** The SFCYDP Director shall have the right to refuse the housing of any Contractor Resident in the SFCYDP, for any reason.
5. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its residents to and from SFCYDP. In the event medical treatment is required outside of the SFCYDP, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 7, Medical Care, section C.
6. **RESIDENT POSSESSIONS.** The County will store and safe keep all resident personal property which is removed from Contractor residents upon arrival at SFCYDP. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the resident to a criminal investigation by the Santa Fe County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.
7. **MEDICAL CARE.**
 - A. **Routine on Site Care.** The County shall provide routine medical care, dental care, and routine mental health care for Contractor's residents at the SFCYDP.
 - B. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs incurred by persons housed at the SFCYDP.
 - C. **Off Site Care.** The Contractor is responsible for all costs of medical, dental and mental health care at any off-site medical facility. The County shall provide secure transportation and security to and from any such off-site facility. The County shall bill the Contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile, to and from the appointment. The Contractor shall be responsible for the per diem rate plus the hourly rate for officers providing security during the period of any off-site medical confinement that exceeds 24 hours.
8. **TERM.** This Agreement shall become effective when signed by both parties. The initial term of the Agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the Agreement, the Agreement will automatically be renewed for a one-year period, not to exceed a total of four years.
9. **TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. However, a termination shall not be effective until such time as all of the Contractor's residents have been removed from SFCYDP. By such termination, neither party may nullify

obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **Contractor must pick up its residents within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61st day.** Upon termination of this Agreement, the County is under no obligation to accept the Contractor's residents.

10. **NO THIRD PARTY BENEFICIARIES.** This Agreement does not create, nor does either party to this Agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this Agreement, or seek to enforce this Agreement as a third party beneficiary of this Agreement or otherwise.
11. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCYDP. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
12. **SUBCONTRACTING.** The County may subcontract the services to be performed under this Agreement with advance notice to the Contractor. If a person housed at the SFCYDP is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
13. **RECORDS AND AUDIT.**
 - A. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to resident housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - B. **Contractor Information.** The Contractor shall provide its complete file on each person incarcerated at the SFCYDP under this Agreement including, but not limited to, the incarceration file, the medical file, all court and/or arrest documents necessary to justify the Contractor's resident incarceration, and copies of each person's criminal history. Gang affiliations and other associations of relevance shall also be provided, if known.
14. **AMENDMENTS.** This Agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

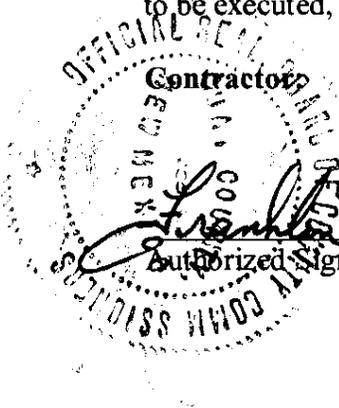
15. **MERGER.** This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

17. **ACCESS BY CONTRACTOR.** The Contractor, through permission of the Director of Public Safety, may inspect the conditions under which its residents are detained at the SFCYDP. Access to SFCYDP shall be coordinated through the Director of YDP, the Department Administrator or their designee.

18. **SEVERABILITY.** Should any part of this Agreement be determined invalid or unenforceable by a court, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

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



Contractor

 Authorized Signatory

Date: 6/29/2015

 Printed Title of Authorized Signatory

County of Santa Fe

 Katherine Miller, County Manager

Date: _____

Approved as to form:

County Attorney

Date: _____

Teresa Martinez, Finance Director

Date: _____

JUVENILE DETENTION CENTER CONTRACT

WHEREAS, McKinley County, New Mexico, a political subdivision of the State of New Mexico, owns and operates a Detention Facility to house juvenile offenders; and,

WHEREAS, McKinley County, in operating the facility has space available to contract out to other governmental agencies; and,

WHEREAS, Quay County, as a political subdivision of the State of New Mexico having the power to enter into contracts, has a need to obtain secure detention space for juveniles arrested and/or detained pursuant to lawful process hereinafter called "Detainees"; and,

NOW THEREFORE, it is agreed to, by and between McKinley County and Quay County that:

1. Term. This Agreement shall be effective as of the date of acceptance of all parties and shall continue in full force and effect until terminated as per paragraph 9 below; except that the Payments as listed in section 4 below may be reviewed and changed by simple amendment to this contract.
2. Detainees Definition. A detainee of Quay County for purposes of this agreement is:
 - a. A person under the age of majority under the jurisdiction of the Quay County Court or Probation Office who is arrested or detained; or,
 - b. A person under the age of majority under the jurisdiction of the Quay County Court or Probation Office who has been sentenced to secure detention.
3. Acceptance Guidelines.
 - a. McKinley County shall accept Quay County Detainees on a space available basis. Available space shall be determined in the sole discretion of McKinley County and/or Facility Director.
 - b. It is mutually agreed and understood that, first priority for detention services is to McKinley County and a two (2) bed contractual commitment to Cibola County, New Mexico. McKinley County will not give preference for the remaining available space to any particular arresting agency unless that agency otherwise enters in a contractual bed commitment. All Detainees will be housed on a first-booked, first incarcerated basis.
 - c. It is mutually agreed that McKinley County, through the Facility Director or his/her designee, retains the right to refuse to accept any Detainee who appears to be physically injured or suffering from any form of physical or mental illness, or for other sufficient causes specified in writing by the Facility Director.

4. Payment.

a. In consideration for the service of housing Detainees of Quay County, Quay County shall pay McKinley County the general detention rate as set from time to time by the Board of County Commissioners. The rate as set by the Board of County Commissioners at the inception of this contract is One Hundred Eight dollars per day, per Detainee. Payments may be reviewed and changed by simple amendment to this contract.

McKinley County will bill Quay County on a "partial day" basis. Partial day billing will be set up as follows: From the time of acceptance into the McKinley County Juvenile Detention center to the sixth hour will be Twenty Seven Dollars and (\$27.00), at the start of the sixth hour through the twelve hour will be an additional twenty seven dollars (\$27.00), etc. through the twenty fourth hour. This will total One Hundred Eight Dollars per detainee in a 24 hour period.

b. In addition to the above cost, Quay County shall reimburse McKinley County for all necessary medical, dental, and/or pharmaceutical expenses incurred by, or on behalf of, Detainees arising out of injuries or illnesses of, or to, the Detainee's arrest. This is a Cost Reimbursement Basis.

5. Invoice Procedure.

a. McKinley County shall invoice Quay County on a monthly basis based on records maintained by the facility. Invoices shall include appropriate Gross Receipt Taxes.

b. Quay County shall pay the invoices within 30 days of receipt of the invoice. Non-payment of the monthly invoices or late payment is reasonable grounds to refuse acceptance of future Detainees.

6. Transportation. McKinley County will transport the Detainees to and from McKinley County Juvenile Detention Center to a mutually agreed upon location in Edgewood, New Mexico, where the transfer of Detainees, to/from Quay County will take place. This will be limited to three trips per week or no more than twelve trips per month. For billing purposes, time will begin when we take custody. Reasonable notice is requested for transports, except in exigent circumstances.

7. Medical Care.

a. A brief medical history will accompany each Detainee to the Facility. Any current medication and its purpose will be included.

b. If a Detainee requires non-emergency medical services, the Facility will confer with the Quay County Juvenile Probation Office to determine a course of action.

c. Should the Facility staff determine that a Detainee needs emergency medical, dental, or mental health services, they shall proceed under the guidelines of subparagraph (d) below.

d. If a Detainee requires emergency medical services, he or she

should be taken to the nearest medical facility providing emergency medical services, eligible for Contract Health Services. The detention center shall give notice as soon as practical during McKinley County business hours of the emergency determination to the Quay County Juvenile Probation Department. The Quay County Juvenile Probation Department shall then proceed to take over the medical needs and arrange any continued services to be provided, pursuant to this subparagraph (d).

e. Quay County shall have the right of subrogation to seek reimbursement of any medical, dental and/or pharmaceutical cost(s) paid on behalf of the Detainee(s) and for which Quay County has paid McKinley County.

8. Default. In the event of a default of any term of this contract, any party shall have the right to serve notice of the default and give thirty (30) days in which the defaulting party can cure the default. Notice is hereby deemed to have been given if: (a) written notice is hand-delivered to the Party at their respective office(s); or (b) the written notice is mailed by certified mail, return receipt requested, to their respective office addresses.

9. Termination.

a. This Agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. Notice of termination shall be deemed to have been given if delivered or mailed in accordance with paragraph 8 above.

b. Any termination, pursuant to the above paragraph, shall not affect or abrogate any responsibility of either party up to the effective date of termination. If Quay County has any Detainees in the Facility, such Detainees will be transported from the Facility by Quay County.

10. Operational Guidelines.

a. It is agreed, once in the custody of the Facility, McKinley County shall have complete and total authority over the administration, security, health, safety, and well-being of all Detainee(s) housed at the Facility.

b. McKinley County shall operate its Facility and detain the inmate under this contract and shall hold them under the New Mexico State Juvenile Standards.

c. Quay County agrees to instruct its transport officers to bring the required paperwork from CYFD and or Court for the processing of Quay County Detainees, mug shots and necessary reports, if requested by the Facility Director and/or his/her designee.

d. McKinley County agrees that the release of Detainee(s) shall be made by the Facility only pursuant to an Order of the Quay County Court.

e. Quay County and McKinley County agree that, if there is any incident at the Facility involving a Detainee of Quay County which requires an investigation such incident shall be referred to the New Mexico State Police or Local County Law Enforcement Agency for investigation and a report made to both Quay County and McKinley County.

11. Indemnification. Quay County agrees to defend, indemnify and hold harmless the County of McKinley, their officials, agents and employees from and against any and all claims, action, suits or proceedings of any kind brought against said parties for or on account of any matter arising from the action or inaction performed by Quay County under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

12. Enforcement. In the event of any dispute or controversy between both parties with respect to any of the matters set forth herein, the prevailing party shall be entitled to, in addition to any court judgment or award, reasonable attorneys' fees and costs of litigation, arbitration or injunctive relief proceedings brought to enforce or carry out the provisions of this Agreement.

13. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. The Agreement may be amended only by the written consent of the parties.

14. Applicable Law. The parties hereto agree that jurisdiction for enforcement of this contract shall be in the appropriate Judicial District Court of the State of New Mexico. Any interpretation or construction will be done in accordance with the laws of the State of New Mexico.

15. Approval Required. This Agreement shall not become effective or binding until approved by the McKinley County Commission and Quay County Commission as indicated by the date last signed below.

DONE AS INDICATED BY THE DATES BELOW.

MCKINLEY COUNTY BOARD OF COMMISSIONERS



By: Carol Bowman-Muskett, Chairperson

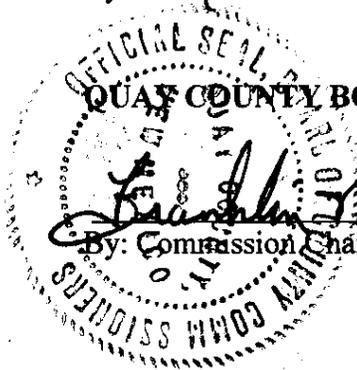
Date: JUNE 9, 2015

QUAY COUNTY BOARD OF COMMISSIONERS



By: Commission Chairperson

Date: 6/29/2015



QUAY COUNTY
AGREEMENT TO HOUSE INMATES
FY 2015-2016

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Quay County Board of Commissioners hereinafter referred to as "Quay County".

RECITALS

WHEREAS, Quay County is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Quay County's Ordinances, arrested by Quay County's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Quay County; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

WHEREAS, LCDC operates the Lea County Juvenile Detention Center; and

WHEREAS, Lea County is willing to incarcerate Quay County's inmates on a space available basis.

NOW, THEREFORE IT IS MUTUALLY AGREED by the parties as follows:

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Quay County inmates which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

2.1 The term of the contract will begin on July 1, 2015 and end on June 30, 2016. Lea County and Quay County shall have the option of renewing the contract at the end of every year.

3.0 ADULT INMATES HOUSING AND BOARD

3.1 LCDC will house inmates from Quay County at its facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call LCDC for accommodation before bringing any inmate to the facility.

- 3.2 Quay County inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.3 On the day release is required by the terms of the order of the Court or by law, a Quay County inmate may be released by LCDC at its regular time of release for other inmates.
- 3.5 Quay County shall provide all transportation for Quay County inmates to and from Lea County Detention Center in Lovington, New Mexico.

4.0 CONSIDERATION

- 4.1 Quay County will pay Lea County \$100.00 per day for each adult inmate, from date of incarceration through date of release for housing and board and related services

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Quay County on a monthly basis. Invoices shall be paid on a within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Quay County in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE INMATE HOUSING AND BOARD

- 5.1 The Lea County Juvenile Detention Center will house **Female** juvenile inmates from Quay County at its approved juvenile facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call the Lea County Juvenile Detention Center for accommodations before bringing any **Female** juvenile inmates to the facility.
- 5.2 Quay County **Female** juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all **Female** juvenile inmates. Quay County juvenile inmates will have comparable treatment and accommodations as provided to other contract **Female** juvenile inmates.
- 5.3 Quay County will pay Lea County \$125.00 per day, from date of incarceration through date of release for each **Female** juvenile inmate for housing and board and related services.

6.0 REJECTION/RETURN

6.1 The Warden of LCDC shall have the right to reject any inmate tendered by Quay County, as long as Quay County inmates are evaluated and treated on the same basis as inmates from other contract entities.

7.0 INMATE INFORMATION

7.1 When submitting any **adult** inmate to the LCDC, Quay County, shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Sentence
4. Release Order
5. Date of birth
6. Criminal Complaint or other Charging Document

In addition, Quay County will provide the LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide Lea County Detention Center with legal authority to hold said inmate at the time inmate is brought to the Detention Center may result in the refusal of the inmate.

7.2 When submitting any **juvenile** inmate to the LCDC, Quay County, shall provide the following documentation:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Quay County will provide the LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide Lea County Detention Center with legal authority to hold said inmate at the time inmate is brought to the Detention Center may result in the refusal of the inmate.

8.0 MEDICAL CARE

8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.

8.2 LCDC shall not be required to provide medical care to any Quay County inmates housed pursuant to this agreement, except as provided to other inmates, by its medical staff.

8.3 Should medical care become necessary from an outside health care provider, the Quay County Manager, or a person designated in advance by Quay County shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for Quay County inmates unless expressly directed to do so by a person authorized by the Quay County Manager or person authorized for Quay County to act on its behalf. Quay County is responsible for medical care costs outside of the facility and when Lea County is directed by Quay County to secure medical attention for one of its inmates.

8.4 LCDC is expressly authorized to instruct health care providers, for any medical care rendered, to bill Quay County directly to:

Address _____

City _____ State _____ Zip _____

Attn: _____

8.5 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Quay County, but in such case must notify the appropriate Quay County official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Quay County. Lea County is expressly authorized to instruct health care providers to bill Quay County directly for medical care rendered in these circumstances.

9.0 TERMINATION

9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

Quay County
County Manager
P. O. Box 1246
Tucumcari, NM 88401

Lea County
County Manager
100 N. Main, Suite 4
Lovington, NM 88260

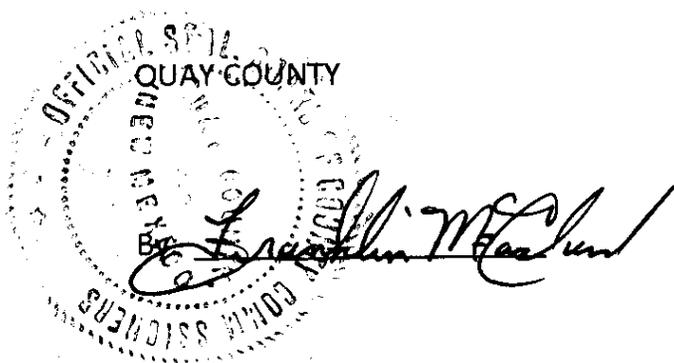
Termination of this Agreement shall not relieve any party from any liability which arose prior to termination. Specifically, termination of this Agreement shall not

relieve any party from any indemnification obligations for actions or inactions which occurred prior to termination.

10.0 MISCELLANEOUS

- 10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.
- 10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this _____ day of _____ 2015.



LEA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Gregory H. Fulfer, Chairman

ATTEST: Quay County Clerk

ATTEST: Pat Chappelle
Lea County Clerk

By: _____
(Handwritten signature)

By: _____
Kelli Williams, Deputy Clerk



QUAY COUNTY SHERIFF'S OFFICE

*SHERIFF RUSSELL SHAFER
CHIEF DEPUTY DENNIS GARCIA*



Quay County Sheriff's Office Monthly Activity Report

Month of April, 20- June, 25, 2015

Total Calls for Service Responded to: 394

Total Civil Process: 342

Total Transports: 29

Total Citations: 60

Total Arrests/Warrants Served: 37

A handwritten signature in cursive script that reads "Sheriff Russell Shafer".

Contract No. _____
Vendor No. 54395
Project No. CAP-4-16(456)
Control No. L400228

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 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-4-16(456)**, Control No. **L400228** 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 **Two Hundred Sixty Six Thousand, Three Hundred Forty Eight Dollars (\$266,348.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department's share shall be 75%** **\$199,761.00**

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%** **\$66,587.00**
For purpose stated above

c. **Total Project Cost** **\$266,348.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Two Hundred Sixty Six Thousand, Three Hundred Forty Eight Dollars (\$266,348.00)**.

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, 2016.

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. Romel Date: 6/29/15
County Manager

ATTESTED

By: Veronica Marez Date: 6/29/15
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. 47

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

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

WHERE AS, the total cost of the project will be **\$266,348.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$199,761.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$66,587.00**

TOTAL PROJECT COST IS **\$266,348.00**

Quay County shall pay all costs, which exceed the total amount of **\$266,348.00**.

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 priority standing.

The agreement terminates on December 31, 2016 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 into Cooperative Agreement Project Number CAP-4-16(456) Control Number L400228 with the New Mexico Department of Transportation for LGRF Project for year 2015-2016 to

SCOPE: Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

TERMINI: To finish Quay Road 63.

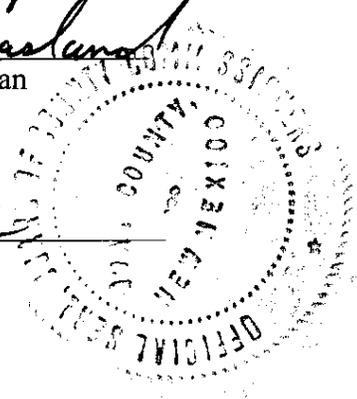
Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 29th day of June 2015.

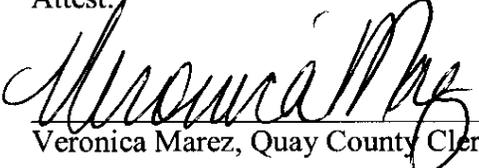

Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Veronica Marez, Quay County Clerk

Contract No. _____
Vendor No. 54395
Project No. SP-4-16(905)
Control No. L400240

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 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-4-16(905)**, Control No. **L400240** 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 Four Thousand, Five Hundred Twenty Five Dollars (\$144,525.00)** to be funded in proportional share by the parties hereto as follows:
 - a. **Department's share shall be 75%** **\$108,394.00**
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%** **\$36,131.00**
For purpose stated above
 - c. **Total Project Cost** **\$144,525.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Forty Four Thousand, Five Hundred Twenty Five Dollars (\$144,525.00).**

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, 2016.

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: *Robert A. Paul* Date: 6/29/15
County Manager

ATTESTED

By: *Veronica May* Date: 6/29/15
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. 48

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

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

WHERE AS, the total cost of the project will be **\$144,525.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$108,394.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$36,131.00**

TOTAL PROJECT COST IS **\$144,525.00**

Quay County shall pay all costs, which exceed the total amount of **\$144,525.00**.

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 priority standing.

The agreement terminates on December 31, 2016 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 into Cooperative Agreement Project Number SP-4-16(905) Control Number L400240 with the New Mexico Department of Transportation for LGRF Project for year 2015-2016 to

SCOPE: Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

TERMINI: To finish Quay Road 63.

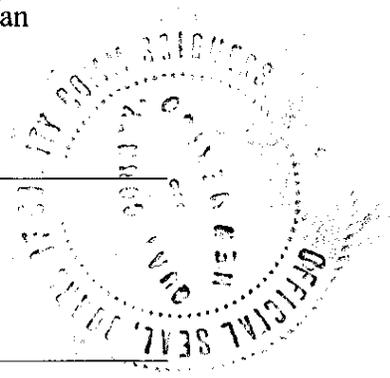
Within the control of **Quay County** in Quay County, New Mexico.

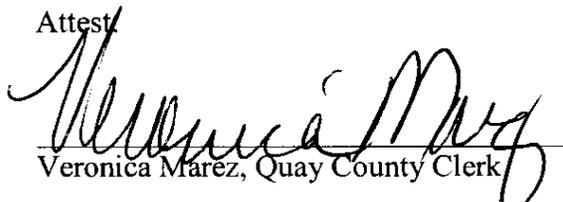
DONE AND RESOLVED this 29th day of June 2015.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest

Veronica Marez, Quay County Clerk

Contract No. _____
Vendor No. 54395
Project No. SB-7731(943)16
Control No. L400234

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2015 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(943)16**, Control No. **L400234** 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 Four Thousand, Two Hundred Five Dollars (\$164,205.00)** to be funded in proportional share by the parties hereto as follows:

- a. **Department's share shall be 75%** **\$123,154.00**

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%** **\$41,051.00**
For purpose stated above

c. **Total Project Cost** **\$164,205.00**

- 2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One Hundred Sixty Four Thousand, Two Hundred Five Dollars (\$164,205.00)**.

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, 2016.

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. Price* Date: 6/29/15
County Manager

ATTESTED

By: *Veronica May* Date: 6/29/15
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. 49

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

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

WHERE AS, the total cost of the project will be **\$164,205.00** to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or **\$123,154.00**

and

b. **Quay County's** proportional matching share shall be 25% or **\$41,051.00**

TOTAL PROJECT COST IS **\$164,205.00**

Quay County shall pay all costs, which exceed the total amount of **\$164,205.00**.

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 priority standing.

The agreement terminates on December 31, 2016 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.

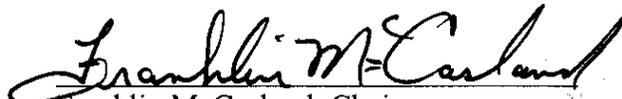
NOW therefore, be it resolved by **Quay County** to enter into Cooperative Agreement Project Number SB-7731(943)16 Control Number L400234 with the New Mexico Department of Transportation for LGRF Project for year 2015-2016 to

SCOPE: Design, Construction Management, Blading, and Shaping Drainage Improvements, Reconstruction, Pavement Rehabilitation and Full Construction to various county roads.

TERMINI: To finish Quay Road 63.

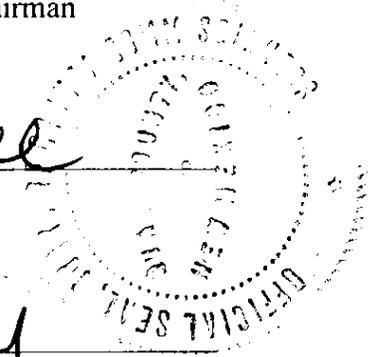
Within the control of **Quay County** in Quay County, New Mexico.

DONE AND RESOLVED this 29th day of June 2015.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



Attest:


Veronica Marez, Quay County Clerk