CITY OF TUCUMCARI, NEW MEXICO

RESOLUTION NO. 2026-35

A RESOLUTION AUTHORIZING THE CITY OF TUCUMCARI TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH TUCUMCARI PUBLIC SCHOOLS FOR IN-KIND CONTRIBUTIONS, COLLABORATION, AND LOCAL MATCH COMMITMENT IN SUPPORT OF THE NEW MEXICO OUTDOOR RECREATION DIVISION TRAILS+ GRANT PROGRAM (PHASE 2 PUMP TRACK PROJECT)

WHEREAS, the City of Tucumcari is committed to expanding outdoor recreation, youth wellness, active transportation, and economic diversification for its residents, youth, and regional visitors; and

WHEREAS, the City has successfully completed preliminary engineering and design (Phase 1) for an all-weather, precision-paved asphalt pump track facility located on municipal property along Historic Route 66 and North 7th Street, directly opposite Tucumcari High School; and

WHEREAS, the City is actively preparing and submitting a capital construction application under Phase 2 of the State of New Mexico Economic Development Department, Outdoor Recreation Division (ORD) Trails+ Grant Program (Tier 2 Regional Projects); and

WHEREAS, the State of New Mexico ORD Trails+ Grant guidelines encourage intergovernmental collaboration, regional partnerships, and permit documented non-cash in-kind contributions to satisfy required local matching fund thresholds; and

WHEREAS, Tucumcari Public Schools (TPS) borders the project site along Historic Route 66 and North 7th Street, and has agreed to provide valuable non-personnel in-kind support valued at $2,100.00 annually ($4,200.00 overthe two-yeargrant performance period) encompassing district communications, safety outreach, distribution of educationalmaterials, facility access for community events, and digital surveys; and

WHEREAS, the governing body of the City of Tucumcari recognizes that formalizing this intergovernmental partnership through a Memorandum of Understanding significantly enhances the competitive scoring and regional impact of the City's Trails+ Phase 2 grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TUCUMCARI, NEW MEXICO, THAT:

- **1. Approval and Authorization:** The City Commission of the City of Tucumcari hereby approves entering into a Memorandum of Understanding (MOU) with Tucumcari Public Schools to formalize mutual collaboration, operationalcoordination, and in-kind matching contributions in support of the Route 66 Pump Track Project (Phase 2 Trails+ Grant).
- **2. In-Kind Match Commitment:** The City formally accepts Tucumcari Public Schools' committed non-personnel in-kind contributions, valued at $2,100.00 annually ($4,200.00 over the project grant

period) as documented by an annual confirmation letter, to satisfy local matching requirements of the Phase 2 Trails+ Grant, with the express understanding that the City remains solely responsible for all volunteer tracking, site operations, and grant reporting.

- **3. Execution of Documents:** The Mayor is hereby authorized and directed to execute the Memorandum of Understanding with Tucumcari Public Schools, and the City Clerk is authorized to attest to the Mayor's signature.
- **4. Implementation:** The City Managerand Community Development Director are authorized to take all appropriate administrative actions necessary to implement the agreement, coordinate project operations, and compile all necessary match documentation required by the New Mexico Outdoor Recreation Division.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the City of Tucumcari, New Mexico, this 22 day of September, 2026.

CITY OF TUCUMCARI, NEW MEXICO

Marcella Willis

Marcella Willis, Mayor

ATTEST:

Angelica M. Gray

Angelica M. Gray, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF TUCUMCARI, NEW MEXICO
AND
TUCUMCARI PUBLIC SCHOOLS

Regarding Collaboration, Youth Programming, and Safe Access for the Route 66 Pump Track Facility (Phase 2)

I. Purpose

This Memorandum of Understanding ("MOU") is entered into between the City of Tucumcari ("City"), a New Mexico municipal corporation, and Tucumcari Public Schools ("District" or "TPS"), a public school district organized under the laws of New Mexico.

Tucumcari Public Schools supports the Route 66 Pump Track project as a positive recreational and wellness asset for the youth and families of Tucumcari. The purpose of this MOU is to express that support and to describe, in general terms, how the City and TPS will cooperate on student safety, safe access, and age-appropriate use of the facility in connection with Phase 2 capital construction funded in part by the State of New Mexico Economic Development Department, Outdoor Recreation Division (ORD) Trails+ Grant Program.

This MOU is a statement of cooperative intent only. It does not create any financial obligation, staffing commitment, in-kind match obligation, or program guarantee for either party.

II. Background and Facility Location

1. The City completed preliminary engineering and design (Phase 1), with final design to be completed before September 30, 2026, and has advanced to a Phase 2 (capital construction) application for an all-weather, precision-paved asphalt pump track facility.
2. The project site is located on municipal property along Historic Route 66 and North 7th Street, directly across the street from Tucumcari High School and in close proximity to Tucumcari Middle School and Tucumcari Elementary School.
3. The facility is designed to serve bikes, skateboards, roller skates, and scooters, providing an accessible, low-barrier outdoor recreational venue that encourages physical fitness, balance, cardiovascular health, and positive youth engagement.

III. City of Tucumcari Responsibilities

The City shall:

- **Lead Applicant and Fiscal Agent:** Serve as the lead applicant and primary fiscal agent for the Phase 2 Trails+ Grant, with full responsibility for grant administration,

procurement, contractor bidding, reporting, and all local match documentation, including any in-kind or volunteer match claimed for the project.

- **Construction Management:** Oversee site earthwork, asphalt paving, safety fencing, stormwater management, and ADA-compliant pathways in accordance with professional engineering specifications.
- **Operations and Maintenance:** Assume ongoing responsibility for routine maintenance, including trash receptacle servicing, perimeter mowing, surface sweeping, seasonal weed control, and structural repairs, at no cost to TPS.
- **Public Safety and Signage:** Post clear park regulations, hours of operation, safety advisories, and emergency contact information on permanent site signage.
- **Community Access:** Ensure the facility remains open, free, and accessible to the public during established operating hours.
- **Volunteer Coordination and Records:** Organize, schedule, and document any community volunteer activity at the facility, including cleanup and track care days, and maintain all associated volunteer records.

IV. Tucumcari Public Schools Responsibilities

TPS shall, as staffing, scheduling, and instructional priorities allow:

- **Support for the Project:** Support the development of the pump track as a community recreational asset and share information about the facility with students and families through routine school communication channels.
- **Physical Education Connection:** Explore opportunities to incorporate pump track activities and bike safety instruction into physical education classes and occasional bike safety rodeos during the school year.
- **Pedestrian and Traffic Safety Awareness:** Collaborate with the City to educate students on safe pedestrian crossing procedures between the high school campus and the facility along the Route 66 / North 7th Street corridor.
- **Safety Gear Promotion:** Promote helmet use and appropriate safety equipment among students through physical education classes and school communication channels.
- **Volunteer Information Sharing:** Share City volunteer opportunities with students, staff, and parent organizations as an informational courtesy.
- **Point of Contact:** Designate a district point of contact to communicate with the City on student safety matters related to the facility.

V. Clarifications and Limitations

1. Tucumcari Public Schools does not operate intramural sports programs. Any reference to intramural or league play at the facility is not applicable to TPS.
2. Any after-school or weekend recreational use of the facility by youth will be organized through parent and community support. Such activity is not a school-sponsored program, is not supervised by TPS staff, and is not the responsibility of the District.
3. TPS does not guarantee volunteers, volunteer hours, or volunteer participation of any kind. TPS does not guarantee or maintain volunteer record-keeping. Community volunteers and the City are responsible for tracking and documenting their own volunteer hours and service records.
4. TPS commitments under this MOU are contingent on available staffing, funding, facility scheduling, and instructional time, and are subject to Board policy and applicable law.
5. Nothing in this MOU obligates TPS to expend district funds, assign personnel, provide transportation, or supervise students at the facility outside of the regular instructional day.

VI. No Instructional Hours, Staff Time, or Volunteer Labor Committed

This section controls over any other provision of this MOU and over any grant narrative, budget, or application referencing TPS.

1. Tucumcari Public Schools cannot and does not tie any instructional time, employee work hours, staff time, or volunteer work to this MOU. No TPS instructional or staff hours are pledged, dedicated, assigned, or committed to the pump track project.
2. No TPS staff time, instructional time, or volunteer labor will be reported, valued, converted to a dollar amount, or claimed as local match, in-kind match, cost share, or consideration under the Trails+ Grant or any other funding source for this project.
3. TPS will not create, maintain, certify, or furnish time sheets, hour logs, payroll valuations, or volunteer records for the purpose of documenting match or in-kind contribution to this project.
4. Any instructional activity connected to the facility, such as physical education use or bike safety instruction, occurs solely at the discretion of the District as part of its regular instructional program. It is not a service provided to the City, is not compensable, and confers no match credit.
5. The City is solely responsible for identifying, securing, documenting, and reporting all local match and in-kind contributions required by the Trails+ Grant. The City shall not list TPS staff hours, instructional hours, or volunteer hours as a match source in any grant application, budget, amendment, or report.

6. Volunteer participation by students, staff, or families, if any, is voluntary, individual, and unaffiliated with this MOU. TPS does not guarantee, schedule, supervise, or document such participation.
7. The only in-kind support TPS offers under this MOU is the non-personnel support described in Section VII.

VII. In-Kind Support TPS Is Willing to Provide (Non-Personnel)

TPS is willing to provide the following non-personnel, non-labor in-kind support to the project. Each item below is a good or service the District already produces or controls, requires no timekeeping, and does not rely on staff hours or volunteer labor for its valuation.

In-Kind Support Offered	Annual Basis	Unit Value	Annual Value
District communication and outreach: facility announcements, safety messages, and event notices through school newsletters, district website, social media, mass notification calls and texts, and campus marquee	12 announcements	$75.00	$900.00
Distribution of City-provided safety, helmet, and pump track education materials through school offices and student take-home channels	1,000 pieces	$0.45	$450.00
Use of district facilities and grounds for City-hosted bike safety rodeos, public meetings, or project events (gymnasium, cafeteria, or parking area), subject to availability and facility use procedures	2 uses	$250.00	$500.00
Distribution of City surveys, feedback forms, and project information to families through district digital platforms	2 distributions	$125.00	$250.00
Total Annual Non-Personnel In-Kind Value	—	—	**$2,100.00**

Over a two-year Trails+ performance period, this represents an estimated $4,200.00 in documented non-cash, non-state match value.

Documentation method: TPS will provide the City with one signed annual letter confirming which items above were delivered during the school year. TPS will not provide time sheets, hour logs, payroll records, or volunteer records. Values are good-faith estimates and the actual reported amount will reflect only items actually delivered. Nothing in this section obligates TPS to expend district funds or assign personnel.

VIII. Independent Entity and Liability Status

1. Independent Entities: Nothing in this agreement shall be construed to create a joint venture, partnership, or employer-employee relationship between the City and TPS. Each entity maintains independent management over its respective personnel, students, and property.
2. Tort Claims Act: Each party shall be responsible for its own acts or omissions in accordance with the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.). Neither party waives any immunity or defense available under New Mexico law.

IX. Term and Termination

1. Term: This MOU shall take effect upon signature by both authorized parties and continue in effect for an initial period of five (5) years.
2. Renewal: This agreement may be renewed for additional successive one-year terms upon mutual written consent of both parties.
3. Termination: Either party may terminate this agreement without cause upon thirty (30) days' prior written notice to the other party.
4. Amendments: This MOU may only be modified or amended by a written instrument signed by both parties.

X. Execution and Authorized Signatures

IN WITNESS WHEREOF, the City of Tucumcari and Tucumcari Public Schools have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

CITY OF TUCUMCARI, NEW MEXICO

Marcella Willis

Marcella Willis, Mayor
Date: Sept 22, 2026

ATTEST:

Angelica M. Gray

City Clerk
Date: 09-22-26

TUCUMCARI PUBLIC SCHOOLS

_____
Deanne McKinney, Superintendent of Schools
Date: _____

APPROVED AS TO FORM / BOARD ATTEST (IF REQUIRED):

_____

School Board President / Secretary

Date: _____