CITY OF TUCUMCARI, NEW MEXICO
RESOLUTION NO. 2026-36
A RESOLUTION AUTHORIZING THE CITY OF TUCUMCARI TO ENTER INTO AN INTERGOVERNMENTAL SERVICES AGREEMENT WITH THE EASTERN PLAINS COUNCIL OF GOVERNMENTS FOR FISCAL AGENCY SERVICES

WHEREAS, the City of Tucumcari, New Mexico, is a municipal corporation duly organized and existing under the laws of the State of New Mexico; and

WHEREAS, the Eastern Plains Council of Governments ("EPCOG") provides planning, technical assistance, and other intergovernmental services to local governments within its region; and

WHEREAS, the Local Government Division of the New Mexico Department of Finance and Administration encourages the use of intergovernmental services agreements for the efficient procurement of inter-agency services and has recognized councils of governments as alternative fiscal agents for capital outlay projects when local governments are constrained from serving in that capacity; and

WHEREAS, the City of Tucumcari desires to engage EPCOG to provide fiscal agency services in connection with certain capital outlay projects appropriated by the New Mexico Legislature and administered by State agencies; and

WHEREAS, the proposed Intergovernmental Services Agreement provides for EPCOG to provide fiscal agency services, including assisting with compliance with applicable laws, regulations, and grant agreements; safeguarding and accounting for grant funds and assets; serving as a liaison between the City and appropriate New Mexico State agencies; providing technical assistance regarding capital outlay projects and reporting; reviewing and signing off on project invoices; and assisting with direct project reimbursements to the City; and

WHEREAS, the Agreement identifies the following capital outlay projects:

1. Sanitation Truck — Appropriation ID No. 25-J4229 — $67,596.46
2. Cemetery Office and Shop — Appropriation ID No. 25-J3073 — $70,000.00
3. Cemetery Building Replacement — Appropriation ID No. 24-I3040 — $40,000.00
4. Princess Theater Renovation — Appropriation ID No. 25-J4228 — $133,650.00
5. Princess Theater Building Renovation — Appropriation ID No. 5-J3074 — $150,000.00
6. Water Line Repair (RR Bore) — Appropriation ID No. 24-I2410-GF — $750,000.00

for a total identified project amount of $1,211,246.46; and

WHEREAS, the Agreement provides for a fiscal agent fee payable to EPCOG equal to three percent (3%) of the total identified project amount, which is $36,337.39 based on $1,211,246.46 in identified projects; and

WHEREAS, the Agreement provides that additional projects may be included subsequently if appropriated and awarded by the New Mexico Legislature and agreed upon in writing by amendment between the parties; and

WHEREAS, the Agreement establishes the respective responsibilities of EPCOG and the City of Tucumcari and provides for an effective period beginning no sooner than September 4, 2026, through June 30, 2029, unless amended by mutual written agreement; and

WHEREAS, the City Council finds that entering into the Agreement will provide a mechanism for fiscal agency services associated with the identified capital outlay projects and will assist the City in meeting applicable State requirements.

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

Section 1.
The City Council hereby authorizes and approves the Intergovernmental Services Agreement between the City of Tucumcari and the Eastern Plains Council of Governments for Fiscal Agency Services, subject to any final legal and administrative review deemed necessary by the City.

Section 2.
The Mayor of the City of Tucumcari is hereby authorized to execute the Agreement on behalf of the City of Tucumcari, together with such documents as may be reasonably necessary to carry out the purposes of the Agreement.

Section 3.
The City Clerk is authorized and directed to attest to the Mayor's signature and to maintain the fully executed Agreement and this Resolution in the official records of the City.

Section 4.
Any amendments to the Agreement shall be made in writing and executed by both parties in accordance with the terms of the Agreement and applicable law.

Section 5.
This Resolution shall become effective upon its adoption by the Governing Body of the City of Tucumcari.

ADOPTED AND APPROVED this 22 day of Sept, 2026.

CITY OF TUCUMCARI, NEW MEXICO

Marcella Willis, Mayor

ATTEST:

Angelica M. Gray, City Clerk

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TUCUMCARI, NEW MEXICO
AND THE EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR
"Fiscal Agency Services"

WHEREAS, the Eastern Plains Council of Governments (hereinafter "EPCOG") provides a range of planning and technical assistance services on behalf of the City of Tucumcari and other entities in the EPCOG region; and

WHEREAS, the EPCOG was statutorily established to function as a multi-jurisdictional planning entity, formed by and in service to a voluntary association of units of local government in Planning District 4, pursuant to: the *Regional Planning Act*, (Section 3-56-1 through 3-56-9, NMSA 1978); the *Planning District Act*, (Sections 4-58-1 through 4-58-6, NMSA 1978); and *Executive Orders* of the New Mexico Governor dated January 2, 1969 and January 10, 1973 regarding Planning and Development Districts in the State of New Mexico; and

WHEREAS, the EPCOG is moreover established by the US Department of Commerce as an "Economic Development District" pursuant to the Public Works and Economic Development Act of 1965; and

WHEREAS, the City of Tucumcari is an active member of EPCOG and holds a voting seat on the Board of Directors thereof; and

WHEREAS, the Local Government Division (LGD) of the New Mexico Department of Finance and Administration encourages the use of intergovernmental services agreements as appropriate to the efficient procurement of inter-agency services, and has affirmed that the Councils of Governments are well positioned to serve as alternative fiscal agents for capital outlay projects, when local governments are constrained from doing so under the provisions of Executive Order 2013-006; and

WHEREAS, the City of Tucumcari desires to engage EPCOG in providing fiscal agency services for the listed agreed upon capital outlay project(s) awarded by the New Mexico Legislature and administered by several State agencies; and

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between the City of Tucumcari and EPCOG pursuant to the following purposes, conditions and terms:

A. **PURPOSE:** The purpose of this Agreement shall be for EPCOG to provide fiscal agent services in connection with funding for capital outlay projects as appropriated by the New Mexico Legislature for utilization by the i, to include those projects as follows:

Appropriation ID #	Project Title	Amount	State Agency	Reversion Date
25-J4229	Sanitation Truck	67,596.46	DFA	6/30/27
25-J3073	Cemetery Office and Shop	70,000.00	DFA	6/30/29
24-I3040	Cemetery Building Replacement	40,000.00	DFA	6/30/28
25-J4228	Princess Theater Renovation	133,650.00	DFA	6/30/28
5-J3074	Princess Theater Building Renovation	150,000.00	DFA	6/30/29
24-I2410-GF	Water Line Repair (RR Bore)	750,000.00	DFA	6/30/28
	TOTAL:	**1,211,246.46**		

also to include other projects as subsequently appropriated and awarded by the State Legislature and as agreed upon in writing and by amendment between the parties.

B. **SCOPE OF WORK**: EPCOG's services in support of the above purpose shall be to provide overall fiscal agency services associated with the identified projects, including:

1. EPCOG Fiscal Agency Services:

   - Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
   - Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
   - Act as liaison between the City of Tucumcari and appropriate NM State Agencies;
   - Provide technical assistance regarding capital outlay projects, process, and reporting to the appropriate State agencies;
   - Review and sign-off on project invoices to the appropriate State agency in a timely manner;
   - Work with the State on getting direct project reimbursements to the City of Tucumcari and acting as a facilitator if disagreement arises;

2. City of Tucumcari's Role and Responsibilities. The City of Tucumcari understands it remains ultimately responsible for executing and complying with all applicable State laws and grant agreement requirements such as flow down provisions, executing procurement responsibilities and subcontractor management, as well as project, grant, and financial management, including CPMS, quarterly, final, and other reporting.

C. **TIMEFRAME**: Work pursuant to this Agreement shall be effective no sooner than September 4, 2026 and be completed no later than June 30, 2029 except as amended and mutually agreed upon in writing.

D. **COMPENSATION:**

1. Amount: Total compensation under this Agreement shall not exceed One percent (3%) of the grant amount (36,337.39), except as amended and mutually agreed to in writing. This compensation to be paid from revenue sources other than said appropriations.

2. Method of Payment: The City of Tucumcari agrees to pay to EPCOG the above-agreed percentage of expenses within thirty (30) days of reimbursement to the City of Tucumcari from the State for those expenses, and it is mutually understood that actual reimbursable expenses may be equal to or less than the amount appropriated for the respective projects.

3. Records and Recovery: EPCOG shall maintain appropriate records of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City of Tucumcari or its designees. Payment under this Agreement shall not foreclose the right of the City of Tucumcari to recover excessive or illegal payment.

E. **ACCESS TO INFORMATION**: It is agreed that the City of Tucumcari and its agencies shall provide information, if needed, for purposes and work described in this Agreement. The EPCOG will be included and copied on all invoices and reports, prior to submission to the appropriate State agency.

F. **OWNERSHIP OF PROJECTS**: All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of the City of Tucumcari, which shall assume full administrative responsibility for the life of the project or the State grant agreement required period, whichever comes first.

G. **LIMITATION OF LIABILITY**:

1. This Agreement shall not create a general liability of the constituent members of EPCOG.

2. The City of Tucumcari shall hold the EPCOG harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the City of Tucumcari sunder this Agreement. This shall not be construed as a limitation of the EPCOG's liability under this Agreement or as otherwise provided by law.

3. The EPCOG shall hold the City of Tucumcari harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the EPCOG under this Agreement. This shall not be construed as a limitation of City of Tucumcari's liability under this Agreement or as otherwise provided by law.

H. **MODIFICATION AND TERMINATION**: Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

I. **CERTIFICATION**. The City of Tucumcari shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payment of federal, state and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. The City of Tucumcari s is required to follow all State procurement regulations and it is the City of ( )'s obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

J. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the EPCOG to the City of Tucumcari. The EPCOG's decision as to whether sufficient appropriations are available shall be accepted by the City of Tucumcari and shall be final. If the EPCOG proposes an amendment to the Agreement to unilaterally reduce the number of projects it will certify, the City of Tucumcari shall have the option to terminate the Agreement or agree to the reduced number of projects, within thirty (30) days of receipt of the proposed amendment.

K. PENALTIES

The Procurement Code, § 13-1-28 through §13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

L. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City of Tucumcari	To EPCOG:
Marcella Willis, Mayor City of Tucumcari 215 E. Center St./PO Box 1188 Tucumcari, NM 88401	Sandy Chancey, Executive Director Eastern Plains Council of Governments 418 Main Street Clovis, NM 88101

IN WITNESS WHEREOF, the parties affix their signatures here below:

CITY OF Tucumcari

BY: Marcella Willis Date: Sept 22, 2026
Marcella Willis, Mayor

BY: Angelica M. Gray Date: 09-22-26
Angelica M Gray, City Clerk

EASTERN PLAINS COUNCIL OF GOVERNMENTS

BY: Sandy Chancey Date: _____
Sandy Chancey, Executive Director