

**STATE OF NEW MEXICO
COUNTY OF EDDY**

**RESOLUTION NO: R-13-
OIL & GAS PRODUCERS, ROAD COOPERATION**

IN THE MATTER OF the Board of County Commissioners adopting guidelines for Oil & Gas Producers who want to assist with the maintenance of County Roads.

WHEREAS, the Board of County Commissioners does not have adequate monies to perform the road maintenance and improvements that may be needed on County roads that have heavy oil & gas field traffic; and,

WHEREAS, the Board of County Commissioners recognizes the desire of the Oil & Gas Producers to assist with the cost of maintaining County roads in the oil & gas field areas; and,

WHEREAS, the Board of County Commissioners desires to facilitate the assistance of the Oil & Gas Producers while assuring that proper standards are maintained.

BE IT THEREFORE RESOLVED that the Board of County Commissioners hereby adopts the attached guidelines in order to clarify the methods and standards under which the Oil & Gas Producers may assist the County in maintaining County roads in oil & gas field areas.

APPROVED AND ADOPTED this 2nd day of January, 2013.

EDDY COUNTY BOARD OF COMMISSIONERS

ATTEST:

Jack Volpato, Chairperson

Darlene Rosprim, County Clerk

OIL & GAS PRODUCERS, ROAD COOPERATION GUIDELINES FOR PARTICIPATION

Overview

Under these guidelines, Oil & Gas Producers will be able to contract for and complete maintenance and improvements to County roads in oil & gas field areas.

Form of Request

When an Oil & Gas Producer(s) wishes to perform maintenance or improvements on a County road or segment of a County Road, it should complete a Corporate Volunteer Waiver along with a description of the project desired.

County Concurrence

Prior to taking any action to improve County roads, the Oil & Gas Producer(s) must submit the Corporate Volunteer Waiver along with the project description to the County Public Works Department so that the County may determine if the County has sufficient monies to pay for its share of the proposed Maintenance or improvements. The County must also concur that the maintenance or improvements are needed.

County Standards

All work contracted by an Oil & Gas Producer(s) must meet County road standards (available from Public Works). The County may make inspections of the work at any time. In order to be reimbursed for the work, the County must make a final inspection and approve the work.

County Share of Costs

Maintenance or improvements authorized by the County, will be partially funded by the County. The County proposes to share the following per mile costs toward completion of a road maintenance or improvement project:

	Total	County	Oil & Gas
Chip Seal	Estimated	30% Share	70% Share
New	\$125,500	\$37,650	\$ 87,850
Overlay	\$ 88,000	\$26,400	\$ 61,600
Caliche Surfaces			
Regrade	\$ 45,000	\$13,500	\$ 31,500
Resurface	\$172,000	\$51,600	\$120,400
Rebuild	\$275,000	\$82,500	\$192,500

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General Definitions

Chip Seal, New: 24 foot roadway, subgrade preparation, Prime, Chip Seal

Chip Seal, Overlay: 24 foot roadway

Caliche, Regrade: simple regrading/compacting of the existing surface; no borrow

Caliche, Resurface: Regrading/compacting the existing surface after additional materials have been added; 4 inch base plus 3 inch borrow.

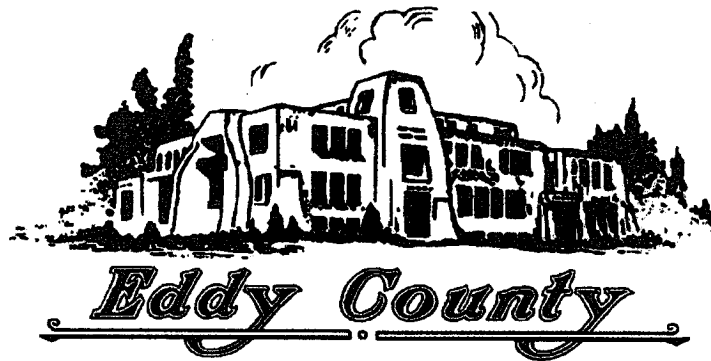
Caliche, Rebuild: Removal of the materials, including base, adding material, and regrading/compacting the surface; 6 inch base plus 6 inch borrow plus culverts.

Reimbursement

Once the final inspection is complete and the work is accepted by the County, the County will make payment using its regular bill paying cycle.

Eddy County
Board of Commissioners

Lewis Derrick
Tony Hernandez
Roxanne Lara
Guy Lutman
Jack Volpato



Eddy County Manager
Allen R. Sartin

101 W. Greene St.
Suite 110
Carlsbad, NM 88220
Phone: 575-887-9511
Fax: 575-234-1835

WAIVER OF LIABILITY FOR VOLUNTEER CORPORATIONS

Volunteer Corporation Name: _____

Corporation Address: _____
Street City State ZIP

Corporation Phone #: _____

Corporation Email Address: _____

Authorized Corporation Signer: _____

Corporation Contact Name: _____

Corporation Contact Phone #: _____

Corporation Contact Email Address: _____

All volunteers provided by the corporation must be 18 years of age or older. To minimize liability to the taxpayers and the County government, the County can only accept volunteer services under the following conditions:

1. The corporation's service to Eddy County is completely voluntary. The authorized corporate signer understands that volunteer labor may not be tax deductible as a charitable contribution.
2. The authorized corporate signer has read and signed the attached duties and rules related to the volunteer work that corporate staff will be doing for Eddy County and promises to follow them. The authorized Signer agrees to provide copies of the duties and rules to volunteer corporate staff.
3. As a corporate volunteer, the authorized corporate signer donates corporate time, effort, and services to the County and understands that the corporation will receive no compensation (monetary or otherwise) in return.

WAIVER OF LIABILITY FOR VOLUNTEER CORPORATIONS

4. The authorized corporate signer recognizes and understands that volunteer activities for the County may expose the corporate staff to the possibility of personal injury and to personal/corporate property damage; the authorized corporate signer also recognize that Corporate staff may suffer an injury as a result of an accident and other unforeseen circumstances while acting in a volunteer capacity.
5. The authorized corporate signer recognizes that volunteer corporate staff will not be covered by any County workers compensation or similar insurance that would pay any incurred medical bills or provide any payment related to lost work income because of any personal injury corporate staff may receive while performing services as a volunteer.
6. The authorized corporate signer recognizes that volunteer corporate staff is not covered by any County health, medical, or similar insurance that would pay my medical bills incurred because of any injury corporate staff may receive while performing services as a volunteer.
7. The authorized corporate signer recognizes that volunteer corporate staff is not covered by any County liability insurance or similar insurance that would pay for any damages to corporate or personal property damaged while performing services as a volunteer.
8. Despite this risk of injury and lack of any insurance as described in item 5, 6, and 7, by my signature, as authorized corporate signer, I knowingly and voluntarily without duress waive any and all claims, actions, or causes of action against Eddy County and agree to hold Eddy County, its Commissioners, agents, affiliates, and employees harmless for any injury or damage that corporate staff may suffer as a result of engaging in activities as a volunteer for the County.
9. In return for my agreement to these conditions, Eddy County agrees to accept the corporation's services as a volunteer.

Signature of Authorized Corporate Signer

Date

Signature of County Official

Date

WAIVER OF LIABILITY FOR VOLUNTEER CORPORATIONS

Emergency Contact for each corporate volunteer:

Volunteer Name: _____

Emergency Contact Name: _____

Relationship: _____

Address: _____
 Street City State ZIP

Phone: _____

Cell Phone: _____

Volunteer Name: _____

Emergency Contact Name: _____

Relationship: _____

Address: _____
 Street City State ZIP

Phone: _____

Cell Phone: _____

Volunteer Name: _____

Emergency Contact Name: _____

Relationship: _____

Address: _____
 Street City State ZIP

Phone: _____

Cell Phone: _____

WAIVER OF LIABILITY FOR VOLUNTEER CORPORATIONS

PROJECT DUTIES OR RULES