



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 38401

Phone: (575) 461-2112

Fax: (575) 461-1208

AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS September 9, 2013

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 26, 2013

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

- I. **Susan Taylor, on behalf of the National Society of Daughters of the American Revolution**
 - Proclamation for Constitution Week September 17-23, 2013

- II. **Janie Hoffman, Quay County Assessor**
 - Request Approval of 2013 Property Tax Rates as set by the NM Department of Finance & Administration

- III. **Larry Moore, Quay County Road Superintendent**
 - Request Approval of 2013-2014 Resolution No. 10 Project No. CAP-4-13(404) Extension Request
 - Roads Update

- IV. **T. J. Rich, Quay County Detention Center Administrator**
 - Request Approval of Agreement to House Inmates with Lea County
 - Tour of Detention Center Facility



DOC #CM-00317

10/14/2013 11:21 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found) Pages: 52

Quay County, NM Veronica Marez, County Clerk



V. Richard Primrose, Quay County Manager

- Request Approval of Capital Appropriation Project Agreement for \$50,000.00 to Purchase Air Conditioning Units for QCDC
- Request Approval of a Joint Letter Providing Scientific Data Regarding Lesser Prairie Chicken
- Request Approval of a Wolf Stakeholder Letter to the Director of the US Fish & Wildlife Service
- Request Approval of 2013-2014 Resolution No. 11 Concerning the Proposed Listing of the Mexican Wolf and Non-essential Experimental Population Rule
- Request Approval of 2013-2014 Resolution No. 12 Infrastructure/Capital Improvement Plan (ICIP) Submission
- Correspondence

VI. Request Approval of Accounts Payable

VII. Other Quay County Business That May Arise During Commission Meeting

VIII. Request for Closed Executive Session 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

IX. Any Action That May Arise as a Result of Closed Executive Session

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

September 9, 2013

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9th of September, 2013 at 9:00 a.m. in the Commissioners' Room of the Quay County Courthouse, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Janie Hoffman, Quay County Assessor
Becky Wallace, Quay County Family Health Center Administrator
Susan Taylor, National Society of Daughters of the American Revolution
Glenda Reid, National Society of Daughters of the American Revolution
Laura Osborne, National Society of Daughters of the American Revolution

The meeting was called to order by Chairman Brad Bryant. Richard Primrose led the Pledge of Allegiance.

Commissioner Dowell requested a correction in minutes to remove Commissioner Cherry and Commissioner Bryant requesting Commissioner Dowell to draft a letter of appreciation to all involved in the fair. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 26, 2013 regular commission meeting with the correction. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda as prepared. MOTION carried with all members voting "aye".

PUBLIC COMMENT: NONE

OLD BUSINESS: NONE

NEW BUSINESS:

Susan Taylor, on behalf of the National Society of Daughters of the American Revolution requested approval of Proclamation for Constitution Week September 17-23, 2013. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Proclamation for

Constitution Week. MOTION carried with all members voting "aye". A copy of the Proclamation is attached and made a part of these minutes.

Janie Hoffman, Quay County Assessor requested Approval of 2013 Property Tax Rates as set by the NM Department of Finance & Administration. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the 2013 Property Tax Rates as set by the NM Department of Finance & Administration. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent requested approval of 2013-2014 Resolution No. 10 Project No. CAP-4-13(404) Extension Request. A MOTION was made by Brad Bryant, SECONDED by Mike Cherry to approve the 2013-2014 Resolution No. 10 Project No. CAP-4-13(404) Extension Request. MOTION carried with all members voting "aye". A copy of the Resolution No. 10 is attached and made a part of these minutes.

T.J. Rich, Quay County Detention Center Administrator joined the meeting. Time noted 9:15 A.M.

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

1. Dozer being repaired and the cost to repair is \$14,675.
2. Crews are moving to another pit in Nara Visa.
3. Moore received a call from Bard/Endee Fire station and installed a 40ft culvert to be able to exit to highway for their substation.
4. Moore received permission letters from residents Terry Cone and Clyde Moon to repair the road on their properties so the propane truck can get to the new repeater in Ragland.
5. Sealed bids for roller are due Wednesday September 12, 2013.
6. Dump trucks will be in sometime this week.
7. Gas company awareness meeting will be held September 18, 2013 at 11:30 K-Bob's
8. Crews working on pot holes.
9. Residents have requested for mowing to be done and Moore is repairing the mower.
10. Crews worked overtime Friday to work on pit so it will be ready for this week.
11. New employee's need uniforms before probation, so they agreed to pay setup fee if they are not employed before probation period.
12. Crews bladed 46.69 miles.

T.J. Rich, Quay County Detention Center Administrator requested approval of Agreement to House Inmates with Lea County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement to House Inmates with Lea County. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.

Chairman Bryant requested a recess. Time noted 9:30 A.M.
Return to regular session. Time noted 9:40A.M.

Richard Primrose gave the following County Manager's Report:

1. Primrose requested approval of Capital Appropriation Project Agreement for \$50,000.00 to Purchase Air Conditioning units for QCDC. A MOTION was made by Mike Cherry,

SECONDED by Sue Dowell to approve agreement. MOTION carried with all members voting "aye". A copy of the Agreement is attached and made a part of these minutes.

2. Requested approval of a Joint Letter Providing Scientific Data Regarding Lesser Prairie Chicken to Dr Tuggle with US Fish & Wildlife Service. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said letter. MOTION carried with all members voting "aye". A copy of the letter is attached and made a part of these minutes.
3. Requested approval of a Wolf Stakeholder Letter to the Director Ashe of the US Fish & Wildlife Service. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve letter. MOTION carried with all members voting "aye". A copy of the letter is attached and made a part of these minutes.
4. Requested approval of 2013-2014 Resolution No. 11 concerning the Proposed Listing of the Mexican Wolf and Nonessential Experimental Population Rule. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve Resolution No. 11. MOTION carried with all members voting "aye". A copy of the said Resolution No.11 is attached and made a part of these minutes
5. Requested Approval of 2013-2014 Resolution No. 12 Infrastructure/Capital Improvement Plan Submission. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve Resolution No. 12. MOTION carried with all members voting "aye". A copy of the said Resolution No.12 is attached and made a part of these minutes

CORRESPONDENCE:

1. Ute Water Commission will be meeting on September 10, 2013 at 1:30pm in Clovis.
2. The Canadian River and Southwest Quay Soil & Water Conservation Districts will host a Local Work Group Meeting at the Quay County Extension Service Conference Room, Terry Turner Building Wednesday, September 11, 2013 at 9:30 am.
3. Primrose and Moore will be attending the Infrastructure Conference October 22-24, 2013. Any Commissioner is welcome to attend.
4. Auditor will be here next week.
5. Presented the monthly RPHCA report.
6. Hospital Tax Election will be September 17, 2013.
7. Special Commission meeting will be held Friday September 20, 2013 to Canvass Votes from Special Election.

CHECKS WERE REVIEWED.

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

Under Other Business: NONE

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry, to go into executive session pursuant to the Open Meetings Act 10-15-1(H)8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights. MOTION made with Cherry voting "aye", Dowell voting "aye", Bryant voting "aye". Time noted 10:45 A.M.

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry that only pending litigation was discussed during Executive Session and no action was taken. MOTION made with Cherry voting "aye", Dowell voting "aye", Bryant voting "aye".

Return to regular session. Time noted 12:00 am.

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 September 23, 2013, unless sooner called. MOTION carried with all members voting "aye". Time noted 12:00 p.m.

BOARD OF QUAY COUNTY COMMISSIONERS



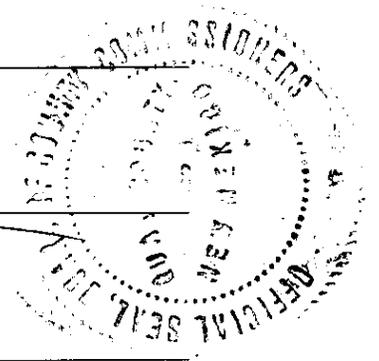
Brad Bryant, Chairman

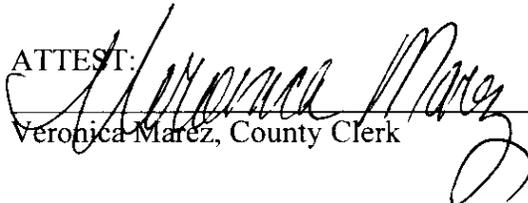


Mike Cherry, Member



Sue Dowell, Member



ATTEST: 

Veronica Marez, County Clerk

Proclamation

WHEREAS, September 17, 2013 marks the Two Hundred and Twenty Sixth anniversary of the adoption of the Constitution of the United States of America by the Constitutional Committee, and

WHEREAS, to accord official recognition to this memorable anniversary, and to the patriotic exercise that will form a noteworthy feature of the occasion, seems fitting and proper, and

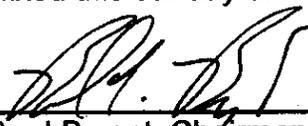
WHEREAS, Public Law No. 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

NOW, THEREFORE, in accordance with this tradition, I hereby designate the period of September 17 – 23, 2013 as:

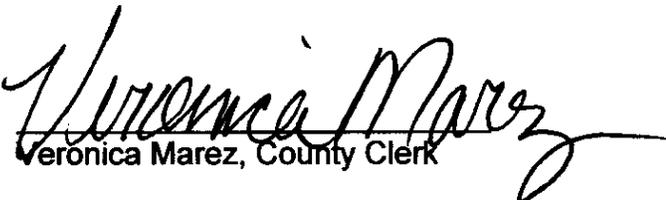
CONSTITUTION WEEK

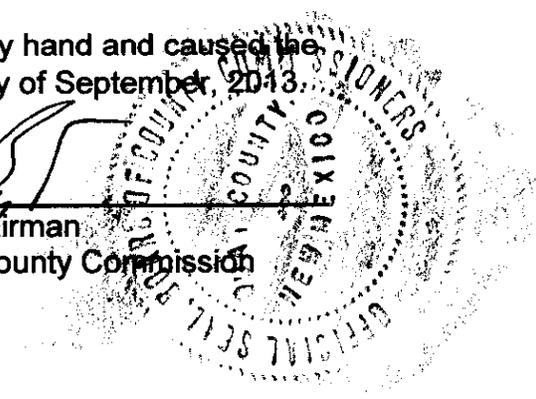
In the County of Quay, and urge all citizens to pay special attention during this week to our Federal Constitution and the advantages of American Citizenship.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the County of Quay to be affixed this 9th day of September, 2013.


Brad Bryant, Chairman
Board of Quay County Commissioners

ATTEST:


Veronica Marez, County Clerk



CERTIFICATE OF PROPERTY TAX RATES IN MILLS
QUAY COUNTY
TAX YEAR 2013
NET TAXABLE VALUE:

\$192,450,182

MUNICIPALITY:	Tucumcari		Tucumcari		House		House		Logan		Logan	
	1 IN R	1 IN NR	1 OUT R	1 OUT NR	19 IN R	19 IN NR	19 OUT R	19 OUT NR	32 IN R	32 IN NR	32 OUT R	32 OUT NR
TAXABLE VALUE:	27,176,946	33,792,665	15,242,444	23,346,502	436,709	351,186	1,523,077	3,964,969	19,232,225	9,163,817	19,225,728	
CATEGORY:												
State Debt Service	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
Total State	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
County Operational	6,801	10,321	6,801	10,321	6,801	10,321	6,801	10,321	6,801	10,321	6,801	6,801
County Debt Service	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Quay County Hospital												

	Tucumcari		Tucumcari		House		House		Logan		Logan	
	1 IN R	1 IN NR	1 OUT R	1 OUT NR	19 IN R	19 IN NR	19 OUT R	19 OUT NR	32 IN R	32 IN NR	32 OUT R	32 OUT NR
Total County	8,301	11,821	8,301	11,821	8,301	11,821	8,301	11,821	8,301	11,821	8,301	11,821
Municipal Operational	4,708	7,636	0,000	0,000	4,606	7,650	0,000	0,000	7,583	6,892	0,000	0,000
Municipal Debt Service	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Total Municipal	4,708	7,636	0,000	0,000	4,606	7,650	0,000	0,000	7,583	6,892	0,000	0,000
School District Operational	0,346	0,495	0,346	0,495	0,410	0,454	0,410	0,454	0,390	0,498	0,390	0,390
School District Debt Service	7,148	7,148	7,148	7,148	4,048	4,048	4,048	4,048	3,658	3,658	3,658	3,658
School Dist. Cap. Improvement	2,000	2,000	2,000	2,000	2,000	1,820	2,000	1,820	2,000	1,993	2,000	2,000
House Bill 33, School Building	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
School Dist. Ed. Tech. Debt Svc	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Total School District	9,494	9,643	9,494	9,643	6,458	6,322	6,458	6,322	6,048	6,149	6,048	6,048
Total State, County, Municipal, & School District	23,863	30,460	19,155	22,824	20,725	27,153	16,119	19,503	23,292	26,222	15,709	15,709
Other:												

Mesalands Community College
 2.067 2.944 2.067 2.944 2.067 2.944 2.067 2.944 2.067 2.944 2.067 2.944
 TO: TAVS, PO Box 1143
 Tucumcari, NM 88401

	Tucumcari		Tucumcari		House		House		Logan		Logan	
	1 IN R	1 IN NR	1 OUT R	1 OUT NR	19 IN R	19 IN NR	19 OUT R	19 OUT NR	32 IN R	32 IN NR	32 OUT R	32 OUT NR
Total Other	2,067	2,944	2,067	2,944	2,067	2,944	2,067	2,944	2,067	2,944	2,067	2,944
GRAND TOTAL	25,930	33,404	21,222	25,768	20,725	27,153	16,119	19,503	23,292	26,222	15,709	15,709
Where Applicable:												
Cattle Indemnity	10,000											
Sheep/Goats/Swine/Alpacas	10,000											
Dairy Cattle	5,000											
Bison/Camelids/Ratite	10,000											
Horses/Asses/Mules	10,000											
Ute Lake Ranch PID#2 Operational Rate				3,000								
Ute Lake Ranch PID#2 Debt Levy Rate				10.80								
Arch Hurley Conservancy District:												
\$11.00 Assessment/Acre Class "A" Property												
5.262 Mills Ad Valorem Tax/assessed value Class "B" Property												

- (1) To Grady Board of Education
- (2) To Logan Board of Education
- (3) To Melrose Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
 QUAY COUNTY
 TAX YEAR 2013
 NET TAXABLE VALUE:

\$192,450,182

MUNICIPALITY:	San Jon											
TAXABLE VALUE:	845,163	845,163	1,362,186	1,362,186	2,057,834	2,057,834	9,770,086	9,770,086	266,686	266,686	507,363	900,666
CATEGORY:	34 IN R	34 IN R	34 IN NR	34 IN NR	34 OUT R	34 OUT R	34 OUT NR	34 OUT NR	23/47 R	23/47 R	23/47 NR	33 R
State Debt Service	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
County Operational	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
County Debt Service	10,321	10,321	10,321	10,321	6,801	6,801	10,321	10,321	6,801	6,801	10,321	6,801
Quay County Hospital	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500
Total State	11,821	11,821	11,821	11,821	8,301	8,301	11,821	11,821	8,301	8,301	11,821	8,301
Total County	0,000	0,000	6,829	6,829	0,000							
Total Municipal	0,000	5,667	0,000									
School District Operational	0,498	0,384	0,500	0,500	0,384	0,384	0,500	0,500	0,473	0,473	0,500	0,390
School District Debt Service	3,658	4,765	4,765	4,765	4,765	4,765	4,765	4,765	6,659	6,659	6,659	3,658
School Dist. Cap. Improvement	1,993	2,000	2,000	2,000	2,000	2,000	2,000	2,000	1,893	1,893	2,000	2,000
House Bill 33, School Building	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
School Dist. Ed. Tech. Debt Svc	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000	0,000
Total School District	6,149	7,149	7,265	7,265	7,149	7,149	7,265	7,265	9,025	9,025	9,159	6,048
Total State, County, Municipal, & School District	19,330	22,477	27,275	27,275	16,810	16,810	20,446	20,446	18,686	18,686	22,340	15,709
Other:												

Mesalands Community College

Where Applicable:	Total Other											
Cattle Indemnity	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sheep/Goats/Swine/Alpacas	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Dairy Cattle	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Bison/Camelids/Ratite	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Horses/Asses/Mules	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
GRAND TOTAL	19,330	22,477	27,275	27,275	16,810	16,810	20,446	20,446	18,686	18,686	22,340	15,709

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
 QUAY COUNTY
 TAX YEAR 2013
 NET TAXABLE VALUE:

	\$192,450,182			
MUNICIPALITY:				
TAXABLE VALUE:				
CATEGORY:				
State Debt Service	32,833	33	53 R	53 NR
	1,360	1,360	1,360	1,360
	1,360	1,360	1,360	1,360
Total State	10,350	10,350	6,801	10,321
County Operational				
County Debt Service				
Quay County Hospital	1,500	1,500	1,500	1,500

Total County	11,850	11,850	8,301	11,821
Municipal Operational	0.000	0.000	0.000	0.000
Municipal Debt Service	0.000	0.000	0.000	0.000

Total Municipal	0.000	0.000	0.000	0.000
School District Operational	0.500 (2)	0.500 (2)	0.451 (3)	0.500 (3)
School District Debt Service	3.658 (2)	3.658 (2)	4.061 (3)	4.061 (3)
School Dist. Cap. Improvement	2.000 (2)	2.000 (2)	1.940 (3)	2.000 (3)
House Bill 33, School Building	0.000 (2)	0.000 (2)	0.000 (3)	0.000 (3)
School Dist. Ed. Tech. Debt Svc	0.000 (2)	0.000 (2)	0.000 (3)	0.000 (3)
Total School District	6.158	6.158	6.452	6.561

Total State, County, Municipal, & School District	19,368	19,368	16,113	19,742
Other:				

Mesalands Community College

Total Other	0.000	0.000	0.000	0.000
GRAND TOTAL	19,368	19,368	16,113	19,742

Where Applicable:

Cattle Indemnity	10,000			
Sheep/Goats/Swine/Alpaca	10,000			
Dairy Cattle	5,000			
Bison/Camelids/Ratite	10,000			
Horses/Asses/Mules	10,000			



Quay County Government

FISCAL YEAR 2013-2014

RESOLUTION No. 10

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

WHERE AS, the Governing Body of the County of Quay met in a Regular Meeting and proposes to approve and support a request for 1 year extension to jointly coordinate grant administered by the New Mexico Department of Transportation.

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

WHEREAS, the Governing Body does provide authorization and approval for an extension request from December 31, 2013 to December 31, 2014, Project No. Cap-4-13(404), Control No. L400095, Contract No. D14019, due to weather conditions slowing down Coop and School Bus Projects.

NOW, THEREFORE, it is respectfully requested that authorization be given of said request to the New Mexico Department of Transportation District 4 office for approval of said request.

Done this 9th day of September 2013 at the County of Quay.

APPROVED AND ATTESTED:



Brad Bryant, Chairman



Sue Dowell, Member

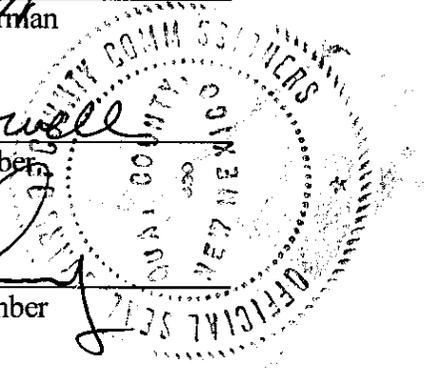


Mike Cherry, Member

Attest



Veronica Marez, County Clerk



QUAY COUNTY
AGREEMENT TO HOUSE INMATES
FY 2013-2014

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Quay County 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, 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, 2013 and end on June 30, 2014. Lea County and Quay County shall have the yearly option of renewing the contract at the end of every year.

3.0 ADULT INMATES HOUSING AND BOARD

3.1 The Lea County Detention Center 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 Lea County Detention Center 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. In the event the inmate is a person being held under Section 43-1-10 NMSA 1978 Comp. Quay County shall resume custody as soon as possible but in no event longer than 24 hours.
- 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 and any portion thereof 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, and any portion thereof, for each **Female** juvenile inmate for housing and board and related services.

6.0 REJECTION/RETURN

6.1 The Warden of Lea County Detention Center 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 Lea County Detention Center, 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 Lea County Detention Center 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 will result in the refusal of the inmate.

7.2 When submitting any **juvenile** inmate to the Lea County Detention Center, 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 Lea County Detention Center with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions.

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 Lea County Detention Center 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, Lea County Detention Center 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 outside of the facility and when Lea County is directed by Quay County to secure medical attention for one of its inmates.

8.4 Lea County Detention Center 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.

8.6 Quay County shall indemnify and hold Lea County harmless from any claim, demand or action for which County would be legally liable that may arise from the negligent action or inaction of Quay County or its personnel or from any claim, demand or action that may arise in the event that Lea County personnel obtain medical care for Quay County inmates. Quay County's obligation under this section shall include providing a defense for Lea County in the event of suit. Quay County's obligation under this section shall also include paying Lea County's cost and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies.

8.6 Lea County shall indemnify and hold Quay County harmless from any claim, demand or action that is directly attributable to the negligent action or inaction of Lea County Detention Center or its personnel in its operation of Lea County Detention Center with respect to Quay County inmates, but Lea County shall not

indemnify and hold Quay County harmless from any claim, demand or action based on the negligent action or inaction of Quay County or a third party with respect to a Quay County inmates. Lea County's obligation under this section shall include paying Quay County's costs and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies.

8.7 The parties agree that it is not intended that by any of the provisions of this agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this agreement to maintain suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any claim whatsoever pursuant to the provisions of this agreement.

8.8 By entering this agreement both Counties, their public employees as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or waive any limitation of liability pursuant to law.

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

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.

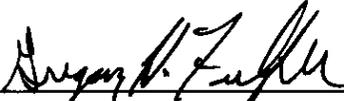
IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this 9th day of September 2013.

QUAY COUNTY

By: 

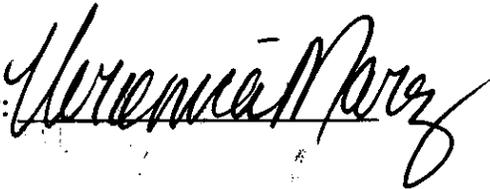
LEA COUNTY BOARD OF
COUNTY COMMISSIONERS



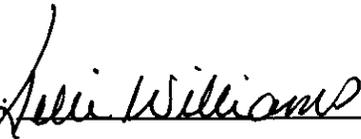


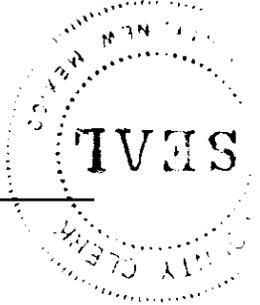
Gregory H. Fulfer, Chairman

ATTEST: Quay County Clerk

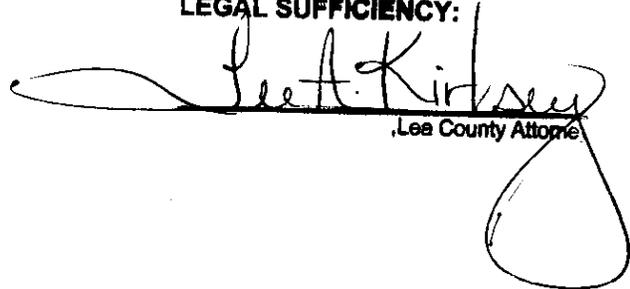
By: 

ATTEST: Pat Chappelle
Lea County Clerk

By: 



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Lee A. Kirksey
Lea County Attorney

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and Quay County, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2013, Chapter 226, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

13-L-1741

\$50,000.00 APPROPRIATION REVERSION DATE: June 30, 2017

Laws of 2013, Chapter 226, Section 31, Para. 146, Fifty Thousand Dollars and No Cents (\$50,000.00), to purchase, install and equip air conditioning units at the county detention center in Quay county.

The Grantee's total reimbursements shall not exceed the appropriation amount Fifty Thousand Dollars and No Cents (\$50,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Fifty Thousand Dollars and No Cents (\$50,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Quay County
Name: Richard Primrose
Title: County Manager
Address: P.O. Box 1246, Tucumcari, New Mexico 88401
Email: richard.primrose@quaycounty-nm.gov
Telephone: (575) 461-2112
FAX: (575) 461-6208

Department: DFA/Local Government Division
Name: Ms. Ariana Vigil
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: arianam.vigil@state.nm.us
Telephone: 505-827-8074
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2017 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Quay County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Quay County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Quay County or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Quay County or DFA/LGD.”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the Quay County

may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Quay County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a BOF imposed

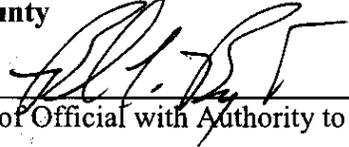
condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

Quay County



Signature of Official with Authority to Bind Grantee

By: **Brad Bryant**
(Type or Print Name)

Its: **Commission Chair**
(Type or Print Title)

September 9, 2013
Date

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

seal _____
Notary Public
My Commission Expires: _____

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: Ryan Gleason
Its: Director

Date

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

seal _____
Notary Public
My Commission Expires: _____

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
 B. Address: _____
Complete Mailing, including Suite, if applicable

City State Zip
 C. Phone No: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
 B. AIPP Amount (if Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: _____ **\$0.00**
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

- (Jan-Jun) Fiscal
 (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer

Printed Name _____
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

Printed Name _____
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number 13-L-1741 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

**A JOINT LETTER
PREPARED FOR THE U.S. FISH AND WILDLIFE SERVICE
ON BEHALF OF**

**CHAVES, CURRY, De BACA, EDDY, HARDING, LEA, QUAY AND ROOSEVELT
COUNTIES, NEW MEXICO**

PROVIDING SCIENTIFIC DATA REGARDING LESSER PRAIRIE CHICKEN

September 1, 2013

Dr. Benjamin Tuggle
Southwest Regional Director
U.S. Fish and Wildlife Service
P.O. Box 1306
Albuquerque, NM 87103

Mr. Dan Ashe
Director
U.S. Fish and Wildlife Service
1849 C Street, NW
Washington, D.C. 20240

Dear Dr. Tuggle,

On behalf of Chaves, Curry, De Baca, Eddy, Harding, Lea, Quay and Roosevelt counties, we thank you for attending our coordination meeting in Portales on Thursday, July 11, 2013.

All of the listed counties have adopted resolutions opposing the listing of the Lesser Prairie chicken (LPC) as a threatened species under the Endangered Species Act of 1973, and believe the science does not warrant a listing as threatened.

In fact, during our meeting, Dr. Robert M. Zink, professor, Department of Ecology, Evolution and Behavior of the College of Biological Sciences, University of Minnesota, provided new scientific data that we have attached to this letter that we request you and your Department review prior to making your determination.

As you know, Section 1533(b)(1)(A) of the Endangered Species Act states: "the Secretary shall make determinations solely on the bases of the "best scientific and commercial data available...after taking into account those efforts...being made by any State or...any political subdivision of a State..."

As multiple political subdivisions of the state of New Mexico, in addition to our resolutions opposing the listing, we have jointly retained Dr. Zink to review all science pertaining to the proposed listing for the LPC.

Based upon Dr. Zink's presentation of the review provided by CESAR, the Center for Environmental Science, Accuracy & Reliability, they conclude the data presented by your Agency do not support the proposed listing of the Lesser Prairie chicken.

In fact, it is the conclusion of our professional scientists that the current and future threats to the LPC are not of sufficient imminence, intensity, or magnitude to indicate that the species is likely to become endangered or threatened within the foreseeable future throughout all or any significant portion of its range.

Dr. Zink's presentation during our publicly-noticed coordination meeting concluded that the claims and contentions made by the U.S. Fish and Wildlife Service in the Noticed filed in the Federal Register on Tuesday, December 11, 2012, found in Volume 77, No. 238 do not support a listing of the Lesser Prairie chicken.

To back up his conclusion, he referenced four studies, one of which is a new study:

- Hagen, June 2012 study, dismissed by the Service, which shows an increase in most areas with low probability of extinction within 86% of the species range;
- **CESAR**, which solicited *two peer reviews* of Hagen, one suggested more data was needed and the other agreed with Hagen;
- Garton, which used the same data as Hagen and showed an increase in LPC up to the 1960's, a decrease up to the 1990's and relative stability since.
- Timmer, et al, in which 71 new leks in Texas were discovered in 2012 through aerial surveys that concluded an "abundance and density of Lesser prairie-chickens and leks...that require more effective population monitoring..."

He attributed this stability with the efforts of the five states and local conservation measures. In fact, Mr. Dan Girand presented evidence of multiple programs being implemented within the state of New Mexico specifically to protect and preserve the LPC and its habitat. As will be discussed in more detail below, the state of New Mexico has placed 1.7 million acres into conservation measures to protect the Lesser Prairie chicken. That's more than any other state.

Further, Dr. Zink provided you with the following observations and data:

1. Hagen's study, which the Service dismissed, showed no detectable deleterious effects of population declines in the available genetic data disproving the Service's assertion.
2. On the assertion made by the Service that climate change is affecting the LPC through loss of habitat, Dr. Zink constructed a "niche model" that predicts the current and Last Glacial maximum range of 21,000 years ago. It indicated that 21,000 years ago, most species migrated south, but then moved northward as the glacier receded. His hypothesis, which makes more sense that your federal agency's is, the same could easily happen with the LPC. Even though habitat may be destroyed, the bird isn't going to go extinct, but merely migrate further north and survive.

3. Your Agency claims predation is a threat and that additional human-made structures will provide perches from which raptors can prey on LPCs. You cite a long-term Oklahoma study that identified 43 out of 3,000 LPC carcasses were attributed to raptor depredation, meaning only a handful were killed by raptors. In other words, your Agency's conclusion is totally opposite of the conclusion of the study. In fact, Dr. Zink provide you with another study called Behney et al. (2012, p. 294) that "suspected mammalian and reptilian predators had a greater influence on LPC mortality during the breeding season than raptors." Dr. Zink attributed mortality of LPCs to egg failure, nest depredation, starvation, droughts and predation and concluded more studies were needed.
4. Your Agency asserts reduced populations will be more subject to disease. Dr. Zink concludes that small populations are vulnerable to a multitude of factors including disease, but if populations are small and isolated, it will be difficult for most diseases to spread, hence no one can conclude that disease is a threat to LPC.
5. Your Agency claims vertical structures and fences cause mortality of the LPC, but, in fact not only do you claim that "specific range wide impact on LPCs is largely un-quantified," the study you quote from demonstrated that statistically, the effect of collisions was insignificant and that less than 1/10th of one percent (0.1%) of LPCs died from collisions. Your Agency has misquoted the study.
6. Your Agency claims threats to habitat include conversion of grasslands to agricultural use, encroachment by invasive woody plants, petroleum production, roads, and presence of manmade vertical structures including towers, utility lines, fences, turbines, wells, and buildings as contributing to the decline of the LPC. But, as Dr. Zink points out, the Service states "we do not know what specific features or combinations of features are needed to ensure persistence of stable, secure populations."

However, the Service then states designation of critical habitat is not prudent, but claims a need for a "minimum of four strongholds distributed across the ecological diversity of the species." Zink reported that the Service discovered 71 patches that exceeded the minimum 25,000 acres within the five-state occupied range proving, by your own criteria, that sufficient habitat exists for viable populations.

This part of the presentation was also supported by Dan Girand's presentation. Mr. Girand created a map showing how the State of New Mexico Game and Fish, the Bureau of Land Management and private conservation has been ongoing since the 1970's. Mr. Girand's map shows that New Mexico has placed conservation measures on over 1.7 million acres in a four-county region in SE New Mexico. **Please see the enclosed map.**

7. Your Agency claims that livestock grazing is a threat to the LPC since it occurs over such a large portion of the occupied range. However, Dr. Zink pointed out that the listing document actually says:

“Although documented, the significance of direct livestock effects on the lesser prairie-chicken is largely unknown” and “stock tanks may be particularly important during periods of drought.”

But, as Dr. Zink pointed out, your Agency discounted the importance of stock tanks claiming LPCs do not require water speculating that dew is a “likely” source.

The proposed Rule states that agriculture conversion adversely affects LPCs, but cited research notes that state they commonly forage in agricultural crops such as grain sorghum, corn, and other grain fields adjacent to native pastures and that alfalfa is an important food source for pre-nesting females and lekking males.

You simply cannot have it both ways. We also note that this is where we pointed out that you diverged from comments made in a meeting on April 16, 2013, between Chairman Greg Nibert and others from New Mexico with Mr. Dan Ashe where he claimed that because existing CRP contracts in Kansas were expiring at the end of this year, your Agency was probably going to have to list the LPC as threatened.

On page 69 of the attached Transcript, you specifically said regarding CRP land:

“I can’t say to you that it’s one of the things that would get us to lean one way or the other in terms of a decision we would make for a threat in the status...But, I think that this, once again, is one of the issues that as we wrote the federal register notice, we put it in there primarily because it was a concern.”

This doesn’t sound as definitive as Mr. Ashe’s contentions that a listing is probable because of the expiration of these CRP contracts in Kansas. You simply cannot have it both ways.

8. Your Agency claims research has shown LPC hens put nests farther from large vertical structures, but Pitman et al. (2005) found “distances to the features were not substantial predictors of apparent nest success. Grass height, sagebrush plant density, and sagebrush height were the most important vegetation characteristics influencing nest success.”

In other words, there is no evidence that vertical structures pose imminent threats.

9. The proposed rule speculates that human activities nearby leks interfere with the transmission of male vocalizations (“booming”), thereby preventing females from finding the leks. The Rule relies on the findings of a paper which addresses the effect of noise on a flycatcher, warbler, sparrow and a vireo, all small songbirds, and no open country ground nesting game birds like the LPC. Songbirds and nesting game birds are two very different birds. How noise impacts on group does not guarantee that it affects a different group in the same way. This conclusion made by the Service is simply scientifically indefensible.

According to Dr. Zink, there is no relevant data on human activities affecting the mating of the LPC.

10. Dr. Zink and CESAR were both impressed with all the local and state efforts designed to benefit the LPC. The Service suggests that listing would do an even better job at continuing population stabilization.

Dr. Zink concludes that most LPC live on private lands and given the local efforts and their correlation with apparent population stabilization, they are in good hands and that a federal listing is unwarranted.

Dr. Zink's presentation was extremely concise and demonstrative of the flaws and defects of the government's science that potentially has fatal consequences. Premising his comments on the stipulation that the ESA requires a decision based on the best available scientific and commercial data, Dr. Zink and CESAR found that many of the identified threats were not based on sound data and often relied on data from very distant species.

We, therefore, conclude, as does Dr. Zink and CESAR:

1. There is no clear evidence that LPC populations are still in long-term decline;
2. There is no obvious signs of reduced genetic variation;
3. The threats identified in the listing document are not supported by sufficient data and the conclusion cannot be drawn from them that the LPC may go extinct in the foreseeable future.
4. The local counties and state have in place many programs designed to help sustain and recover LPC and it is not clear that federal listing will result in improvements; and
5. A listing is not warranted at this time.

Dr. Tuggle, we very much appreciate your attending our coordination meeting. We expect that you and your staff will take into consideration our scientific data, reports, maps and information prior to making your determination and come to the conclusion as we have that a listing is **not warranted**.

Thank you and we look forward to working with you in the future on this and many other projects.

Respectfully Submitted,*

Greg Nibert, Chairman, Chaves County

Frank Blackburn, Chairman, Curry County

George Gonzales, De Baca County

John Volpato, Jr., Chairman Eddy County

Nick Archuleta, Chairman, Harding County

Gregg Fulfer, Chairman, Lea County

Brad Bryant, Chairman, Quay County

Bill B. Cathey, Chairman, Roosevelt County

cc Congressman Steve Pearce, NM

Enclosures

CESAR Report: "Data Do Not Support the Proposed Listing of LPC
Map of New Mexico Counties with Conservation Measures in Place
Transcript from July 11th Meeting

*This letter is a joint letter of the signatory governmental entities in the State of New Mexico and is signed by the following on multiple signature pages and assembled into one or more original counterparts.



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

The Honorable Daniel Ashe
Director
U.S. Fish and Wildlife Service
1849 C Street, NW
Washington, DC 20240-0001

Subject: Request for immediate action on pending Service proposals to delist gray wolves, relist the Mexican wolf, revise the rule establishing the Mexican wolf in Arizona-New Mexico as a nonessential experimental population and to draft an Environmental Impact Statement on the proposed revision to the Mexican wolf nonessential experimental population rule

Dear Director Ashe:

We write to you with great concern regarding U.S. Fish and Wildlife Service (the Service) efforts to delist gray wolves and to redefine its efforts to: (a) recover the Mexican wolf through relisting; (b) modify the current legal status and approach to Mexican wolf reintroduction in the Southwest; and (c) complete compliance with the National Environmental Policy Act (NEPA) and with the Endangered Species Act (ESA).

On July 24, Service Region 2 Director Benjamin Tuggle responded on your behalf to a June 28 letter that Representative Paul Gosar et al. sent to you, expressing concerns regarding the Service's approach to the issues referenced above. The Congressmen requested public meetings in the potentially affected area to afford residents an opportunity to engage in person with Service representatives in discussing the relevant issues and their concerns. Such meetings are crucial, in part because (a) the Service has held no procedural public meetings on these issues in the Southwest since 2007; and (b) demographic patterns of human occupancy in the Southwest are such that a significant percentage of the people now resident in this area were not here in 2007 and conversely a significant percentage of the people resident here in 2007 no longer reside in the area. In short, scoping information the Service is using from 2007 meetings is no longer "fresh," in the sense intended by NEPA. The Service's plan for relying heavily on outdated scoping information is also inconsistent with Service Policy on compliance with NEPA, as described in its own policy manual in Chapter 1 of 550 FW 1.

The July 24 letter from Director Tuggle was non-responsive to the intent of the Gosar et al. request. Director Tuggle made no commitments to hold public meetings but only to consider them as the Service moved forward. However, the Service has now moved forward procedurally on these issues and it is evident that no direct public engagement is intended until well after the Service's plans have gelled and its course of action is effectively decided. This is not how the public's business should be done and it is not consistent with NEPA intent to afford agencies and the public a full opportunity for meaningful engagement before significant and controversial decisions are made.

Moreover, the Service's actions over the past eight weeks have exacerbated public confusion about these issues and whether and how each relates to the others. To clarify, the Service has underway the following processes:

1. Proposal to delist the gray wolf and relist the Mexican wolf. Comment period opened June 13, closes September 11. This process is now confounded by the Service's handling of the peer review component; i.e. excluding reputed wolf experts because of apparent biases regarding the proposed action, with action this week to restructure the process. It is of considerable concern that the results of peer review will apparently not be available to the public to help inform their own comment on these and related issues.
2. Proposal to revise the nonessential experimental population designation of the Mexican wolf. Comment period opened June 13, closes September 11. Supposedly (according to an email from Service Region 2 staff), the Service is responding to an Arizona Game and Fish Department request for a 90 day extension on this comment period by committing to only a 30 day extension. However, neither AGFD nor the public have been formally advised of any extension and 30 days does not provide ample time for State Wildlife Agencies to comply with their own mandates for review and public engagement.
3. Notice of Intent to prepare an EIS for the proposed revision to the nonessential experimental population of the Mexican wolf. Comment period opened August 5, closes September 19. USFWS Region 2 staff has verbally advised agency cooperators that they have until September 30 to provide comment in the form of a consensus alternative for the Service to consider. It is unreasonable to expect cooperating agencies to develop a consensus alternative in 60 days when the Service has been working on its alternatives since 2007 and has not yet fully developed them. Requiring cooperators to reach consensus on a new alternative in order for the Service to consider it is also a significant problem and raises questions about compliance with NEPA Process. Region 2 staff also informed the cooperating agencies in August 2013 that the Service will not develop any new economic impact information for this EIS, but the Service encourages other entities to provide such information. The Service is the action agency in this NEPA process, and deflecting its obligations to other entities is not appropriate under NEPA.

4. Development of a new recovery plan for the Mexican wolf. Initiated in 2008. No action since July 2012. In proposing delisting, relisting and development of an EIS, the Service makes frequent mention of the Recovery Team's work guiding the Service. Yet, a draft Recovery Plan has yet to be released to the public, the full Recovery Team has not met to discuss its work since November 2011 and the Science Subgroup of the Team never reached consensus on its draft guidance to the Service and has not met since December 2012.
5. Development of a management plan for Mexican wolves outside the nonessential experimental population area. Initiated in 2010. No action since February 2013, when the Service withdrew its draft extra-limital plan. However, the plan is referenced in various Service documents pertaining to Issues 1-4 above, as information the Service will consider as it moves forward on those issues.

It is alarming that the Service has had essentially no direct engagement with the general public in the Southwest on any of these five highly-related issues, and even more so that the Service has at this point not committed to any direct public engagement through open meetings until these actions have been completed, or in the case of the EIS, until a draft document is fully developed.

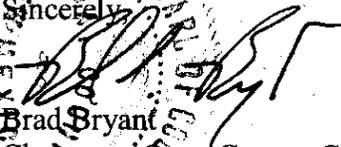
Having considered the above, and the underlying issues and relevant information, we request your timely response to the following:

1. Restructure and extend the public comment periods on these five issues to provide the public with adequate time, opportunity and information to appropriately evaluate each of these issues in the context of the other four.
2. Provide guidance to Service Region 2 that it must ensure that cooperating agencies and the public have ample opportunity to engage with the Service on each of these issues, through public meetings (throughout the potentially affected area) and through formal written comment processes.
3. Provide guidance to Service Region 2 that economic impact analysis of the proposed EIS alternatives must be robust (in terms of new data developed and in terms of the area and the activities covered), and updated to ensure that the economic conditions prevailing in 2012 and projected for the near-term future are reflected in the EIS and to ensure that the public has ample opportunity to consider and comment on the Service's perspective.
4. Instruct Service Region 2 on its obligations pursuant to the Service's policy on NEPA compliance, specifically the ability to provide Service funds for cooperating agency participation in EIS preparation, particularly during the scoping phase. Providing neither funding nor staff support to such agencies, as Region 2 apparently intends to do, is at best not conducive to ensuring active engagement by cooperating agencies.

In closing, we believe that placing all deadlines for Service closure of public comment on these five proposed actions and consideration of any related issues should be on the same day, perhaps in mid-December. Doing that would be more than merely appropriate. It is, in fact, essential to the Service fulfilling both the spirit and the letter of the ESA and NEPA, and consistent with Congressional intent in implementing both laws in cooperation with an informed public.

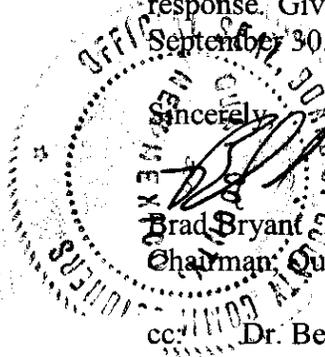
We appreciate your consideration of this letter and anticipate a timely, substantive response. Given the timelines currently in place, we respectfully request a response by September 30.

Sincerely,



Brad Bryant
Chairman, Quay County Commission

cc: Dr. Benjamin Tuggle



**QUAY COUNTY
2013-2014
RESOLUTION NO. 11**

**CONCERNING THE PROPOSED LISTING OF THE MEXICAN WOLF
AND NONESSENTIAL EXPERIMENTAL POPULATION RULE**

WHEREAS, the United State Fish and Wildlife Service (USFWS) has issued a proposed rule under which the gray wolf (*Canis lupus*) will be removed from the list of endangered and threatened species under the Endangered Species Act (ESA) based on the large numbers of wolves across the species' range in North America;

WHEREAS, the USFWS also intends to reclassify reintroduced wolves in the southwestern United States as a new wolf subspecies called the Mexican wolf (*Canis lupus baileyi*), and to list this new subspecies as endangered under the ESA;

WHEREAS, the USFWS also is proposing to issue a revised experimental population rule under Section 10(j) of the ESA that would cover the new Mexican wolf subspecies and facilitate the introduction of additional wolves into Arizona and New Mexico;

WHEREAS, Congress enacted Section 10(j) of the ESA to mitigate fears that reestablishing populations of endangered species would negatively impact landowners and other private parties, and recognized that flexible rules, developed in consultation with local governments and private citizens, could encourage recovery partners to actively assist in the establishment and hosting of such populations on their lands;

WHEREAS, to the maximum extent practicable, Section 10(j) rules are intended to represent an agreement between the USFS, affected State and Federal agencies, and persons holding any interest in land that may be affected by the establishment of an experimental population;

WHEREAS, the objective of 1982 Mexican Wolf Recovery Plan is the establishment of a viable, self-sustaining population of at least 100 Mexican wolves in the wild;

WHEREAS, as of 2012, there are approximately 75 wolves in the wild in Arizona and New Mexico, 97 percent of which were conceived and born in the wild as a direct result of previous wolf introduction efforts;

WHEREAS, the reclassification and listing of the Mexican wolf and the adoption and implementation of the revised experimental population rule will allow additional wolves to be introduced within Arizona and New Mexico;

WHEREAS, the introduction of wolves into Arizona and New Mexico has resulted in significant adverse impacts on private landowners and resource users, as well as hunting and other recreational activities, which are vital to our local and regional economy;

WHEREAS, under its regulations, the USFWS must consult with appropriate State fish and wildlife agencies, local governmental entities, affected Federal agencies, and affected private landowners in developing and implementing experimental population rules.

WHEREAS, in developing its experimental population rules for the Mexican wolf, the USFWS has failed to meaningfully consult with local governmental entities, whose citizens will be adversely affected by the introduction of wolves, and with private land and resource users who will be adversely impacted by the introduction of wolves;

WHEREAS, the proposed listing and experimental population rules for the Mexican wolf indicates that the USFWS intends to expand the areas in which releases of captive-bred wolves will occur, and to introduce additional wolves into that expanded area, creating even greater conflicts with private landowners and resource users;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Future Mexican wolf introduction efforts should focus on remote areas within the northern Sierra Madre Occidental mountain range, which contains substantial habitat suitable for Mexican wolves and, in many places, is largely uninhabited.
2. The Arizona Game and Fish Department and the New Mexico Department of Game and Fish should have primary responsibility for the administration of the Mexican wolf introduction program in Arizona and New Mexico.
3. No additional introductions of Mexican wolves in Arizona and New Mexico should take place unless and until it has been determined that wolves cannot be introduced successfully in northern Mexico and the natural expansion of the existing wolf population in Arizona and New Mexico is not capable of achieving the 100-wolf population goal in the 1982 Mexican Wolf Recovery Plan.
4. In the event that future introductions of Mexican wolves in Arizona and New Mexico take place, they should be limited to the Blue Range Wolf Recovery Area and, if appropriate, the Fort Apache Indian Reservation.
5. Wolves that leave the Blue Range Wolf Recovery Area and the Fort Apache Indian Reservation should be captured and returned to captivity or, if appropriate, reintroduced in the Blue Range Wolf Recovery Area or the Fort Apache Indian Reservation.
6. The 10(j) rule governing the management of Mexican wolves in Arizona and New Mexico should authorize private landowners and their agents, following reasonable notice and reporting requirements, to take Mexican wolves that enter private land, unless the landowner has entered into a management agreement with the USFWS allowing wolves to enter private land.

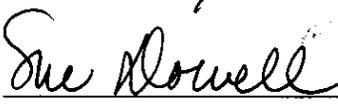
7. The 10(j) rule governing the management of Mexican wolves in Arizona and New Mexico should authorize private landowners and their agents to take Mexican wolves engaged in killing, wounding, biting, chasing, threatening or harassing humans, pets, livestock on private land, subject to reasonable notice and reporting requirements.

ADOPTED this 9th day of September, 2013.

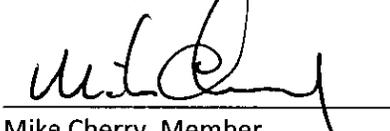
**BOARD OF COUNTY COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO**



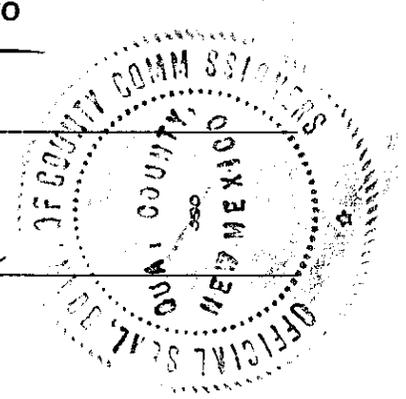
Brad Bryant, Chairman



Sue Dowell, Member



Mike Cherry, Member



ATTEST:



Veronica Marez
County Clerk

**COUNTY OF QUAY
FISCAL YEAR 2013-2014
Resolution No. 12**

**A RESOLUTION ADOPTING AN
INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)**

WHEREAS, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

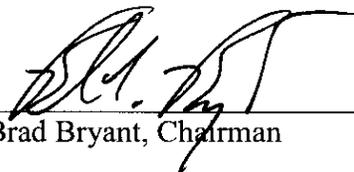
WHEREAS, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED:

1. The county has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 7 for FY 2012-2013.

PASSED, APPROVED AND ADOPTED by the governing body at its meeting of September 9, 2013.

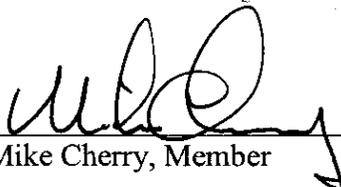
QUAY COUNTY COMMISSION



Brad Bryant, Chairman

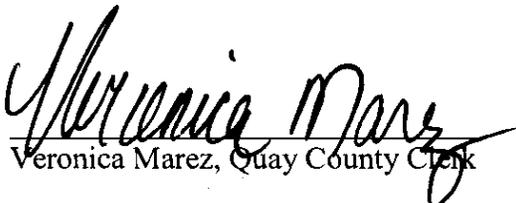


Sue Dowell, Member



Mike Cherry, Member

ATTEST:



Veronica Marez, Quay County Clerk



Infrastructure Capital Improvement Plan FY 2015-2019

Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2015	2016	2017	2018	2019	Total Project Cost	Amount Not Yet Funded	Phases
27728	2015	001	Detention Center Roof	Adm/Service Facilities (local)	0	440,000	0	0	0	0	440,000	440,000	No
23125	2015	002	Dump Truck Equipment	Hiways/Roads/Streets/Bridges	0	340,000	0	0	0	0	340,000	340,000	No
27731	2015	003	Restoration of Courthouse Windows	Adm/Service Facilities (local)	0	318,500	0	0	0	0	318,500	318,500	No
27887	2015	004	Renovations to Courtroom and Judicial Offices	Adm/Service Facilities (local)	0	150,000	0	0	0	0	150,000	150,000	No
27890	2015	005	Quay Road 63	Hiways/Roads/Streets/Bridges	80,000	550,000	0	0	0	0	630,000	550,000	No
23122	2015	006	Roller Equipment	Hiways/Roads/Streets/Bridges	0	190,000	0	0	0	0	190,000	190,000	No
24270	2015	007	Renovate Dan C. Trigg Memorial Hospital ER	Health-Related Cap Infra	0	2,800,000	0	0	0	0	2,800,000	2,800,000	No
24423	2015	008	Bridge #1042 and #1044 on Historic Rt. 66	Hiways/Roads/Streets/Bridges	0	2,000,000	1,000,000	0	0	0	3,000,000	3,000,000	Yes
23108	2016	001	Dozer Equipment	Hiways/Roads/Streets/Bridges	0	0	750,000	0	0	0	750,000	750,000	No
23119	2016	002	Skid Steer w/Attachments	Hiways/Roads/Streets/Bridges	0	0	85,000	0	0	0	85,000	85,000	No
23103	2016	003	County Road Vehicles	Public Safety Vehicles	0	0	195,000	0	0	0	195,000	195,000	No
23127	2016	004	Pneumatic Roller	Hiways/Roads/Streets/Bridges	0	0	170,000	0	0	0	170,000	170,000	No
22065	2016	005	Rodeo/Fairgrounds	Adm/Service Facilities (local)	0	0	100,000	0	0	0	100,000	100,000	No
22057	2017	001	Office Equipment	Adm/Service Facilities (local)	0	0	0	50,000	0	0	50,000	50,000	No
22058	2017	002	County Vehicles	Adm/Service Facilities (local)	0	0	0	150,000	0	0	150,000	150,000	No

Infrastructure Capital Improvement Plan FY 2015-2019

10548	2017	003	Transport Van-QCDC	Adm/Service Facilities (local)	0	0	0	30,000	0	0	30,000	30,000	No
19910	2017	004	Detention Center Equipment	Public Safety Equipment/Bldgs	0	0	0	175,000	0	0	175,000	175,000	No
24424	2017	005	Detention Isolation Cells	Adm/Service Facilities (local)	0	0	0	250,000	0	0	250,000	250,000	No
11734	2018	001	Handicap Accessibility and CH Steps	Adm/Service Facilities (local)	0	0	0	0	50,000	0	50,000	50,000	No
23120	2018	002	Ure Lake Ranch Road	Hiways/Roads/Streets/Bridges	0	0	0	0	1,500,000	0	1,500,000	1,500,000	No
24269	2018	003	Acceleration & Deceleration Lanes	Hiways/Roads/Streets/Bridges	0	0	0	0	750,000	0	750,000	750,000	No
23105	2018	004	Judicial Building for District Attorney's Office	Adm/Service Facilities (local)	0	0	0	0	1,300,000	0	1,300,000	1,300,000	No

Number of projects:	22	Funded to date:	80,000	Year 1:	6,788,500	Year 2:	2,300,000	Year 3:	655,000	Year 4:	3,600,000	Year 5:	0	Total Project Cost:	13,423,500	Total Not Yet Funded:	13,343,500
Grand Totals																	