



## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AMENDED AGENDA  
REGULAR SESSION  
QUAY COUNTY BOARD OF COMMISSIONERS  
December 9, 2013**

### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 25, 2013

Approval/Amendment of Agenda

### Public Comment

### Ongoing Business

#### I. Richard Primrose, Quay County Manager

- Request Approval of 2013-2014 Resolution No. 15 Appointing a Replacement Director to Vacancy on the Ute Lake Ranch Public Improvement District No. 2

### New Business

#### II. Alida Brown, Quay County Health Council and Alberta Romero, NM Primary Care Association Health Care Guide Northern Coordinator

- NM Health Insurance Exchange Update

#### III. T. J. Rich, Quay County Detention Center Administrator

- Request Approval of Detention Services Contracts with the following counties:

Harding County  
Colfax County  
Union County  
Curry County  
Chaves County  
Eddy County  
Otero County  
Roosevelt County  
Sierra County  
City of Santa Rosa  
Lea County  
San Miguel County



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Veronica Marez, County Clerk  
Quay County, NM  
Pages: 113

Taos County  
Guadalupe County  
Lincoln County  
De Baca County  
Mora County  
Santa Fe County

- Request Approval of Detention Services Contract with the City of Tucumcari
- Request Approval of Vacation Carryover Beyond End of Year

**IV. Larry Moore, Quay County Road Superintendent**

- Roads Update

**V. Richard Primrose, Quay County Manager**

- Request Approval of 2013-2014 Resolution No. 16 Budget Increase to General Fund-Administration (401-12)
- Request Approval of 2013-2014 Resolution No. 17 Budget Increase to County Improvement Fund (649)
- Request Approval of 2013-2014 Resolution No. 18 Budget Increase to Bard-Endee Fire Department (413)
- Request Approval of 2013-2014 Resolution No. 19 approving 2014 Commission Meeting Dates and Requirements in compliance with the NM Open Meetings Act
- Request Approval of 2014 Commission Meeting Dates
- Request Approval of 2014 Quay County Holiday Schedule
- Correspondence

**VI. 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)7. The New Mexico Open Meetings Act to Discuss Threatened or Pending Litigation – Quay County v. New Mexico Taxation and Revenue Department**

**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**

**December 9, 2013**

**9:00 a.m.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9<sup>th</sup> day of December, 2013 at 9:00 a.m. in Quay County Commission Room, 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  
Ellen L. White, Chief Deputy County Clerk  
Richard Primrose, County Manager

**OTHERS PRESENT:**

Cheryl Simpson, Quay County Manager's Office  
Janie Hoffman Quay County Assessor  
Becky Wallace, PMS Administrator  
Alida Brown, Quay County Health Council  
Alberta Romero, NM Primary Care Association  
T.J. Rich, Detention Center Administrator  
Larry Cooksey, Quay County Under-Sheriff

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

Minutes from the November 25, 2013 meeting were presented for approval. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes as presented. MOTION carried with all members voting "aye".

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

Steven Hanson, Quay County Sun joined the meeting. Time noted 9:05 a.m.

**PUBLIC COMMENTS:**

Janie Hoffman, Quay County Assessor stated she had recently attended a Resilient County meeting as part of the NACO Board of Directors meeting. The topic of one of the forums was Disaster Planning. Hoffman reported they were informed that if a Governmental Entity has a FEMA approved Disaster Plan in place they would be eligible for an additional 2% in recovery funds in the event of a disaster. Hoffman will be providing documentation regarding this portion of the meeting and additional information to the County Manager.

## ONGOING BUSINESS:

County Manager, Richard Primrose, requested approval of Resolution No. 15 that was tabled at the November 25, 2013 meeting. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 15; appointing a replacement director to the Ute Lake Ranch Public Improvement District No. 2. Said director will be Marc Savela. MOTION carried with all members voting "aye". A copy of said Resolution is attached and made a part of these minutes.

## NEW BUSINESS:

Alida Brown, Quay County Health Council Administrator introduced Alberta Romero, NM Primary Care Association Health Care Guide Northern Coordinator. Romero presented information regarding the NM Health Insurance Exchange. Romero stated that only 200 New Mexico residents have been completely sign up for the Exchange Program. Romero reported qualifying statistics for New Mexico as well as guidelines, cost sharing information, penalties for no coverage and exemptions. It was noted that Tukumcari shows on the report having two navigator sites, however only one site was confirmed being Trigg Memorial Hospital. Alida Brown said public meetings will begin in January to assist residents with sign-up and she will keep the Commissioners informed of those dates as they occur.

T.J. Rich, Quay County Detention Center Administrator presented Service Contracts for the following entities: Harding County, Colfax County, Union County, Curry County, Chaves County, Eddy County, Otero County, Roosevelt County, Sierra County, City of Santa Rosa, Lea County, San Miguel County, Taos County, Guadalupe County, Lincoln County, DeBaca County, Mora County and Santa Fe County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the above mentioned Contracts. MOTION carried with all members voting "aye". Copies of Contracts are attached and made a part of these minutes.

Harry Heckendorn, Quay County Resident joined the meeting. Time noted 9:35 a.m.

Rich requested approval of the Service Contract with the City of Tukumcari. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Contract. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.

Rich along with County Manager Primrose requested permission to allow certain employees to carry over additional vacation time at the end of the year due to staffing and training issues, that may otherwise result in time lost. Rich explained the Detention Center is training several new officers and it would be a risk to the County for officers to expend vacation time before the end of the year and leave the shifts short staffed. As well, Richard Primrose stated due to the absence of Larry Moore at the Road Department, several employees are working that had vacation scheduled. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to allow the County Manager to review employee/department situations case by case and approve. MOTION carried with all members voting "aye".

Richard Primrose presented the Road Department report on behalf of Larry Moore, Superintendent:

1. Presented the Bladed Mileage Report.
2. Crews are hauling on Quay Road R near Nara Visa.

3. Trucks hauled millings from the State Highway Department. They began on December 2 and finished on Wednesday the 4<sup>th</sup>. Millings will be used at the Bard Fire Department Sub-station.
4. Donald Walker is overseeing the Road Department in Moore's absence.

Chairman Bryant requested a road be repaired in the area of Quay Road 42 and V.

Chairman Bryant requested a ten minute break. Time noted 9:50-10:00 a.m.

County Manager, Richard Primrose gave the following report:

1. Request Approval of 2013-2014 Resolution No. 16 Budget Increase to General Fund-Administration (401-12). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.
2. Request Approval of 2013-2014 Resolution No. 17 Budget Increase to County Improvement Fund (649). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.
3. Request Approval of 2013-2014 Resolution No. 18 Budget Increase to Bard-Endee Fire Department (413). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.
4. Request Approval of 2013-2014 Resolution No. 19 approving 2014 Commission Meeting Dates and Requirements in compliance with the NM Open Meetings Act. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.
5. Request Approval of 2014 Commission Meeting Dates. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.
6. Request Approval of 2014 Quay County Holiday Schedule. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve. MOTION carried with all members voting "aye". Copy is attached and made a part of these minutes.

#### CORRESPONDCE:

1. Primrose sent a letter of support to the State of NM Dept. of Veterans Affairs to have a Veterans Cemetery built in Clovis, NM.
2. The NM Dept. of Transportation will have a public meeting regarding the US 54 Alignment Study for the Bridge over the Canadian River on December 10, 2013 at 6:00 p.m.
3. An additional County Commission Meeting has been added to the calendar for December 23, 2013.
4. The Quay County Employee Appreciation Dinner will be held on Friday, December 13 at the Fair Barn at 6:00 p.m. Commissioners Cherry and Dowell stated they would not be in attendance.
5. Santa Claus will be at the Courthouse on Friday, December 20 at 4:00 p.m.
6. A power point presentation will be held on December 18 at 6:00 p.m. in Logan regarding the Intake Structure construction.
7. Doyle Frasier has invited the Commissioners to attend Commodities Distribution on December 17, 2013.
8. The hearing regarding the Hospital Gross Receipts Tax has been rescheduled for December 27, 2013 in Santa Fe at 1:30 p.m.

CHECKS WERE REVIEWED. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve payments. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss threatened or pending litigation -Quay County vs. NM Taxation and Revenue Department. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". Time noted 10:30 a.m.

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

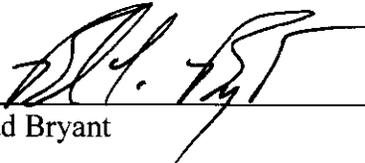
Return to regular session. Time noted 11:30 a.m.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry that only the items listed above were discussed during Executive Session. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". No Action was taken.

There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, December 23, 2013 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at the Pow Wow Restaurant and all those in attendance were invited. MOTION carried with all members voting "aye". Time noted 11:45 a.m.

Respectfully submitted,  
Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
\_\_\_\_\_  
Brad Bryant

  
\_\_\_\_\_  
Sue Dowell

  
\_\_\_\_\_  
Micheal Cherry



ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk

**QUAY COUNTY**  
**2013-2014**  
**RESOLUTION NO. 15**

**RESOLUTION OF THE QUAY COUNTY BOARD OF COUNTY COMMISSIONERS APPOINTING A REPLACEMENT DIRECTOR TO VACANCY ON THE BOARD OF THE UTE LAKE RANCH PUBLIC IMPROVEMENT DISTRICT NO. 2, QUAY COUNTY, NEW MEXICO**

**WHEREAS**, Ute Lake Ranch Public Improvement District No. 2 (the "District") is an existing and validly formed public improvement district operating pursuant to and in accordance with the provisions of Chapter 5-11-1, *et seq.*, N.M.S.A., as amended; and

**WHEREAS**, on December 12, 2011, pursuant to Fiscal Year 2011-2012 Resolution No. 15, the Board of County Commissioners appointed Mr. Nolan Donley to serve the remainder of a six-year term as a member of the Board of Directors of the District; and

**WHEREAS**, Mr. Donley has subsequently resigned as a board member of the District; and

**WHEREAS**, pursuant to Subsection C of Section 5-11-9, N.M.S.A., the Board of County Commissioners is authorized to appoint a new director to serve the remainder of the term of office held by Mr. Donley; and

**WHEREAS**, the remaining directors of the District have petitioned the Board of County Commissioners to appoint Mr. Marc Savela to serve as a board member of the District; and

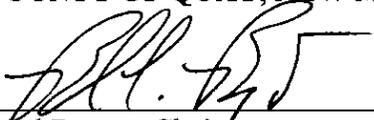
**WHEREAS**, the Board of County Commissioners has reviewed the petition of the District board of directors and has determined that filling a vacancy on the board of directors of the District serves the public interest.

**NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:**

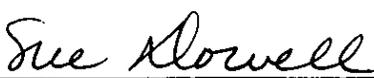
**Section 1.** Mr. Marc Savela is appointed to fill existing vacancy on the Ute Lake Ranch Public Improvement District No. 2 board of directors. Mr. Savela shall serve until August, 2014, which is the expiration of the term of office for Mr. Donley's vacant position.

**ADOPTED AND RESOLVED THIS 9<sup>th</sup> DAY OF DECEMBER, 2013.**

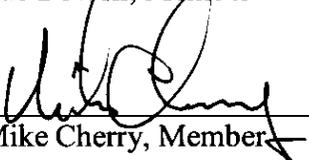
**BOARD OF COUNTY COMMISSIONERS**  
**COUNTY OF QUAY, NEW MEXICO**

  
\_\_\_\_\_  
Brad Bryant, Chairman

ATTEST:

  
\_\_\_\_\_  
Sue Dowell, Member

  
Veronica Marez, County Clerk

  
\_\_\_\_\_  
Mike Cherry, Member



Dianne D. Miller  
Admitted in Colorado and New Mexico



Matthew P. Ruhland  
Admitted in Colorado

Bradley T. Neiman  
Admitted in Colorado and Georgia

November 25, 2013

VIA EMAIL AT [Richard.primrose@quavcounty-nm.com](mailto:Richard.primrose@quavcounty-nm.com)

Mr. Richard Primrose  
County Manager  
Quay County  
300 South Third Street  
Tucumcari, NM 88401

**RE: Ute Lake Ranch Public Improvement District No. 2**

Dear Mr. Primrose:

Our office is general counsel to Ute Lake Ranch Public Improvement District No. 2 ("District" or "PID #2"). The District was created on August 11, 2008, by resolution #7 of the Quay County Board of County Commissioners. In accordance with the public improvement district statute, the Board of County Commissioners originally appointed five directors to the board of the District with two directors serving terms of four years and three directors serving terms of six years. The current board members, their terms and office are:

<u>Name</u>	<u>Term Expires</u>	<u>Office</u>
Chris Bremner	2014	President
Nolan Donley	2014	Treasurer
Ashley Snedden	2014	Clerk
Tom Morton	2018	Director
Dan Romero	2018	Director

Mr. Donley has recently resigned his position from the Board of Directors of the District (the "Board"). The result is that there is a vacancy available on the Board.

New Mexico law states that, if a vacancy occurs on the Board as a result of the resignation of a director, than the Board of County Commissioners shall appoint a director to fill the vacancy until a successor is appointed or elected. See Section 5-11-9, N.M.S.A. Mr. Donley was initially appointed to a six-year term, which will expire in 2014; consequently, his vacancy should be filled by appointment. *Id.*

The remaining Board members believe it is in the best interests of the District to fill any vacant Board positions with new directors familiar with the 12 Shores community, with local government experience and with professional experience that will benefit the operations and administration of PID #2. The Board members passed a resolution on November 7, 2013, petitioning the Board of County Commissioners to

700 17th Street, Suite 2200 | Denver, CO | 80202  
p: (303) 285-5320 | f: (303) 285-5330 | [www.ddmalaw.com](http://www.ddmalaw.com)

Mr. Richard Primrose  
*Re: Ute Lake Ranch Metropolitan District No. 2*  
November 25, 2013  
Page 2 of 2

appoint Mr. Marc Savela to the vacant board position. A copy of that resolution is enclosed for your reference.

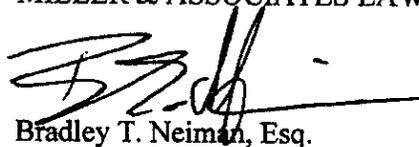
Mr. Savela is a Senior Development Manager with Brookfield Residential, Colorado. He is responsible for the entitlement and development activities for the Brighton Crossing and Barefoot Lakes communities, including managing the preparation of entitlement documents, consultant and contractor contracts, and budgeting for the projects. He has over 12 years of experience in real estate development and worked as a civil engineering consultant responsible for the infrastructure design of more than 20 residential and commercial properties prior to joining Brookfield Residential, Colorado in 2006. Mr. Savela holds a Bachelor's degree in Mechanical Engineering and a business administration minor from the University of Colorado.

The Board believes that Mr. Savela is well qualified for the available director position and that the District would benefit from his professional experience. We have taken the liberty of drafting a proposed resolution for the appointment of Mr. Savela, which is enclosed.

Please let us know if you have any questions or concerns about the matters referenced in this letter. We truly appreciate your time on this matter.

Very truly yours,

MILLER & ASSOCIATES LAW OFFICES, LLC



Bradley T. Neiman, Esq.

Enclosures

cc: PID #2 Board of Directors

**RESOLUTION OF  
THE BOARDS OF DIRECTORS  
OF  
UTE LAKE RANCH PUBLIC IMPROVEMENT DISTRICT NO. 2**

**REQUESTING APPOINTMENT OF DIRECTOR TO THE DISTRICT BOARD**

WHEREAS, the Ute Lake Ranch Public Improvement District No. 2 (the "District") is a political subdivision of the State of New Mexico, duly organized and existing as a public improvement district pursuant to title Article 11, Ch. 5, N.M.S.A.; and

WHEREAS, formation of the District was approved by the Quay County Board of County Commissioners (the "Board") pursuant to Quay County, Fiscal Year 2008-2009, Resolution #07, dated August 11, 2008 (the "Resolution"); and

WHEREAS, the Resolution appointed the initial directors of the Board of Directors of the District (the "District Board") as such:

<u>Name</u>	<u>Term</u>
Barry H. Freedman	6 years
Tyler Packard	6 years
Brian Braun	6 years
Tom Morton	4 years
Mike Partheymuller	4 years

WHEREAS, Barry H. Freedman and Brian Braun have previously resigned their positions, which were subsequently filled by the appointment of Chris Bremner and Miles Stephens; and

WHEREAS, Tyler Packard and Mike Partheymuller have previously resigned their positions on the District Board, which were subsequently filled by the appointment of Nolan Donley and Dan Romero; and

WHEREAS, Miles Stephens has previously resigned his position on the District Board, which was subsequently filled by the appointment of Ashley Snedden; and

WHEREAS, Nolan Donley has recently resigned his position on the District Board; and

WHEREAS, pursuant to Chapter 5-11-9(A), N.M.S.A., as amended, the Board shall appoint a director to fill any vacancy, who shall hold such office for the remainder of the unexpired term until his successor is appointed or elected; and

WHEREAS, by this resolution, the District Board requests that the Board appoint Marc Savcla to fill the vacancy on the District Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF UTE LAKE RANCH PUBLIC IMPROVEMENT DISTRICT NO. 2, THAT:

Section 1. The District has determined that Marc Savela is qualified to serve on the District Board and request that pursuant to Chapter 5-11-9(A), N.M.S.A., as amended, the Board appoint Marc Savela to serve the remainder of the 6 year term previously held by Nolan Donley.

Section 2. A copy of this resolution shall be filed with the Board for consideration.

PASSED AND ADOPTED at a special meeting of the District this 7<sup>th</sup> day of November, 2013.

UTE LAKE RANCH PUBLIC  
IMPROVEMENT DISTRICT NO. 2

  
Chris Bremner, President

Attest:

  
Ashley Snedden, Clerk

Approved as to form:

  
Miller & Associates Law Offices, LLC  
General Counsel to the District

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

- 1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Harding County.

### 2.0 ADMINISTERING AGENCY

- 2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

- 3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.
- 3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018.

### 4.0 ADULT PRISONER HOUSING AND BOARD

- 4.1 The Quay County Detention Center will house prisoners from Harding County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Harding County will call the Detention Center for accommodation before bringing any prisoner to the facility.
- 4.2 Harding County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Harding County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Harding County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Harding County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Harding County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Harding County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Harding County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Harding County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Harding County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Harding County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Harding County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Harding County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Harding County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Harding County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Harding County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Harding County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

- 10.1 Payment for the above specified services shall be remitted by Harding County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Harding County on the first business day of each month.
- 10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Harding County.

11.0 MODIFICATION

- 11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.
- 11.2 If either Harding County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

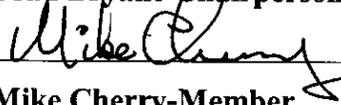
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

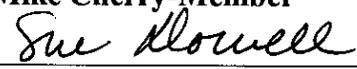
Board of County Commissioners:  
Harding County

  
\_\_\_\_\_

**Brad Bryant-Chairperson**

  
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**Mike Cherry-Member**

  
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**Sue Dowell-Member**

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Attest:

  
County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Colfax County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Colfax County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Colfax County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Colfax County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Colfax County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Colfax County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Colfax County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Colfax County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Colfax County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Colfax County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Colfax County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Colfax County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Colfax County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Colfax County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Colfax County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Colfax County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Colfax County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Colfax County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Colfax County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Colfax County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Colfax County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Colfax County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Colfax County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Colfax County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of

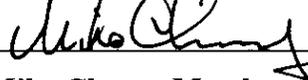
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Board of County Commissioner:

Quay County

  
\_\_\_\_\_

**Brad Bryant-Chairperson**

  
\_\_\_\_\_

**Mike Cherry-Member**

  
\_\_\_\_\_

**Sue Dowell-Member**

Board of County Commissioners:

Colfax County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_

County Clerk

\_\_\_\_\_

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Union County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four year from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Union County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Union County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Union County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Union County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Union County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Union County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Union County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Union County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Union County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Union County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Union County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Union County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Union County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Union County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Union County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Union County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Union County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Union County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Union County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

- 10.1 Payment for the above specified services shall be remitted by Union County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Union County on the first business day of each month.
- 10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Union County.

11.0 MODIFICATION

- 11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.
- 11.2 If either Union County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of

\_\_\_\_\_.

Board of County Commissioner:

Quay County



Brad Bryant-Chairperson



Mike Cherry-Member



Sue Dowell-Member

Board of County Commissioners:

Union County

\_\_\_\_\_

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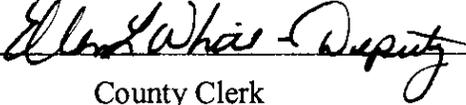
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\_\_\_\_\_

Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Chaves County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Chaves County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Chaves County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Chaves County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Chaves County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Chaves County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Chaves County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Chaves County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Chaves County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Chaves County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Chaves County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Chaves County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Chaves County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Chaves County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Chaves County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
  - 8.2 Chaves County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
  - 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Chaves County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Chaves County at this facility.
  - 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Chaves County directly for any medical care rendered.
  - 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.
- #### 9.0 TRANSPORTATION
- 9.1 Chaves County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Chaves County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Chaves County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Chaves County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

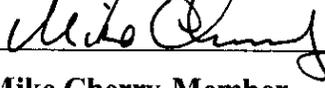
11.2 If either Chaves County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

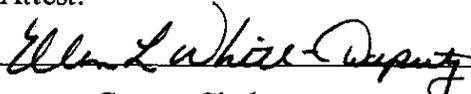
Board of County Commissioners:  
Chaves County

  
\_\_\_\_\_  
**Brad Bryant -Chairperson**

  
\_\_\_\_\_  
**Mike Cherry-Member**

  
\_\_\_\_\_  
**Sue Dowell-Member**

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Attest:  
  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Clerk

Reviewed by:  
\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Curry County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Curry County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Curry County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Curry County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Curry County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Curry County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Curry County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Curry County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Curry County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Curry County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Curry County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Curry County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Curry County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Curry County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Curry County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Curry County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Curry County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Curry County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Curry County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Curry County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Curry County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Curry County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Curry County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Curry County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

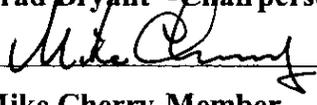
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

Board of County Commissioners:  
Curry County

  
\_\_\_\_\_

**Brad Bryant - Chairperson**

  
\_\_\_\_\_

**Mike Cherry-Member**

  
\_\_\_\_\_

**Sue Dowell-Member**

Attest:

  
\_\_\_\_\_

County Clerk

\_\_\_\_\_

County Clerk

Reviewed by:

\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

- 1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Eddy County.

### 2.0 ADMINISTERING AGENCY

- 2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

- 3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.
- 3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Eddy County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

- 4.1 The Quay County Detention Center will house prisoners from Eddy County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Eddy County will call the Detention Center for accommodation before bringing any prisoner to the facility.
- 4.2 Eddy County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Eddy County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Eddy County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Eddy County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Eddy County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Eddy County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Eddy County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Eddy County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Eddy County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Eddy County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Eddy County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
  - 8.2 Eddy County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
  - 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Eddy County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Eddy County at this facility.
  - 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Eddy County directly for any medical care rendered.
  - 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.
- #### 9.0 TRANSPORTATION
- 9.1 Eddy County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Eddy County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Eddy County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Eddy County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Eddy County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

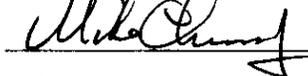
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

Quay County



**Brad Bryant-Chairperson**



**Mike Cherry-Member**



**Sue Dowell-Member**

Board of County Commissioners:

Eddy County

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest:



County Clerk

\_\_\_\_\_

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Otero County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four year from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Otero County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Otero County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Otero County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Otero County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Otero County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Otero County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Otero County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Otero County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Otero County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Otero County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Otero County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Otero County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Otero County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Otero County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Otero County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Otero County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Otero County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Otero County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Otero County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Otero County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Otero County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Otero County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Otero County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

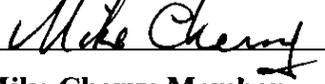
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

Board of County Commissioners:  
Otero County

  
\_\_\_\_\_

**Brad Bryant-Chairperson**

  
\_\_\_\_\_

**Mike Cherry-Member**

  
\_\_\_\_\_

**Sue Dowell-Member**

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attest:

  
\_\_\_\_\_

County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

- 1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Roosevelt County.

### 2.0 ADMINISTERING AGENCY

- 2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

- 3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four year from the date the contract is fully executed.
- 3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Roosevelt County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

- 4.1 The Quay County Detention Center will house prisoners from Roosevelt County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Roosevelt County will call the Detention Center for accommodation before bringing any prisoner to the facility.
- 4.2 Roosevelt County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Roosevelt County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Roosevelt County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Roosevelt County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Roosevelt County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Roosevelt County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Roosevelt County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Roosevelt County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Roosevelt County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Roosevelt County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Roosevelt County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Roosevelt County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Roosevelt County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Roosevelt County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Roosevelt County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Roosevelt County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Roosevelt County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Roosevelt County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Roosevelt County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Roosevelt County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

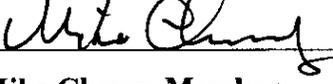
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

Board of County Commissioners:  
Roosevelt County

  
\_\_\_\_\_

**Brad Bryant-Chairperson**

  
\_\_\_\_\_

**Mike Cherry-Member**

  
\_\_\_\_\_

**Sue Dowell-Member**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Attest:

  
\_\_\_\_\_

County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Sierra County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Sierra County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Sierra County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Sierra County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Sierra County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Sierra County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Sierra County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Sierra County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Sierra County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Sierra County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Sierra County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Sierra County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Sierra County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Sierra County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Sierra County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Sierra County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Sierra County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Sierra County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Sierra County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Sierra County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Sierra County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Sierra County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Sierra County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Sierra County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

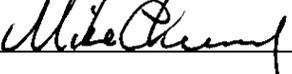
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

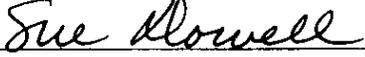
Quay County



**Brad Bryant** Chairperson



**Mike Cherry**-Member



**Sue Dowell**-Member

Board of County Commissioners:

Sierra County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from City of Santa Rosa.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from City of Santa Rosa at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that City of Santa Rosa will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 City of Santa Rosa prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. City of Santa Rosa prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 City of Santa Rosa will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from City of Santa Rosa at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that City of Santa Rosa will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 City of Santa Rosa male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. City of Santa Rosa Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 City of Santa Rosa will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by City of Santa Rosa.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, City of Santa Rosa, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, City of Santa Rosa will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 City of Santa Rosa prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of City of Santa Rosa to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for City of Santa Rosa at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill City of Santa Rosa directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 City of Santa Rosa shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by City of Santa Rosa to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to City of Santa Rosa on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and City of Santa Rosa.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either City of Santa Rosa or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

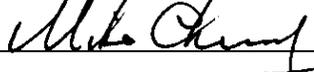
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

Quay County



**Brad Bryant-Chairperson**



**Mike Cherry-Member**



**Sue Dowell-Member**

Board of County Commissioners:

City of Santa Rosa

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Lea County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Lea County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Lea County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Lea County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Lea County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Lea County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Lea County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Lea County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Lea County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Lea County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Lea County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Lea County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for Lea than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Lea County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Lea County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Lea County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Lea County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Lea County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Lea County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Lea County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Lea County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Lea County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Lea County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Lea County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Lea County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

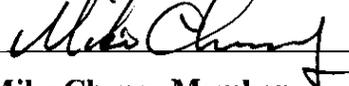
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

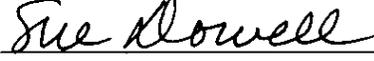
Board of County Commissioners:  
Lea County

  
\_\_\_\_\_

**Brad Bryant-Chairperson**

  
\_\_\_\_\_

**Mike Cherry-Member**

  
\_\_\_\_\_

**Sue Dowell-Member**

Attest:

  
\_\_\_\_\_

County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

- 1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from San Miguel County.

### 2.0 ADMINISTERING AGENCY

- 2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

- 3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four year from the date the contract is fully executed.
- 3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and San Miguel County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

- 4.1 The Quay County Detention Center will house prisoners from San Miguel County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that San Miguel County will call the Detention Center for accommodation before bringing any prisoner to the facility.
- 4.2 San Miguel County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. San Miguel County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 San Miguel County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from San Miguel County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that San Miguel County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 San Miguel County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. San Miguel County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 San Miguel County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by San Miguel County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, San Miguel County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, San Miguel County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.

8.2 San Miguel County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.

8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of San Miguel County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for San Miguel County at this facility.

8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill San Miguel County directly for any medical care rendered.

8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a \$35.00 charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

9.1 San Miguel County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by San Miguel County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to San Miguel County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and San Miguel County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either San Miguel County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of

\_\_\_\_\_.

Board of County Commissioner:

Quay County

*Brad Bryant*

**Brad Bryant-Member**

*Mike Cherry*

**Mike Cherry-Member**

*Sue Dowell*

**Sue Dowell-Member**

Board of County Commissioners:

San Miguel County

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Attest:

*Ellen L. White - Deputy*

County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Taos County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Taos County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Taos County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Taos County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Taos County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Taos County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Taos County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Taos County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Taos County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Taos County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Taos County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Taos County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Taos County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Taos County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Taos County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Taos County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Taos County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Taos County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Taos County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Taos County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Taos County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Taos County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Taos County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Taos County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

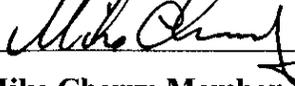
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

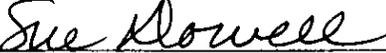
Quay County



**Brad Bryant-Chairperson**



**Mike Cherry-Member**



**Sue Dowell-Member**

Board of County Commissioners:

Taos County

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Guadalupe County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Guadalupe County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Guadalupe County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Guadalupe County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Guadalupe County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Guadalupe County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Guadalupe County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Guadalupe County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Guadalupe County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Guadalupe County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Guadalupe County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Guadalupe County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Guadalupe County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Guadalupe County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Guadalupe County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Guadalupe County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Guadalupe County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Guadalupe County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Guadalupe County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Guadalupe County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Guadalupe County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Guadalupe County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Guadalupe County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

Board of County Commissioners:  
Guadalupe County

  
\_\_\_\_\_  
**Brad Bryant-Chairperson**

  
\_\_\_\_\_  
**Mike Cherry-Member**

  
\_\_\_\_\_  
**Sue Dowell-Member**

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Attest:  
  
\_\_\_\_\_  
County Clerk

County Clerk

Reviewed by:  
\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Lincoln County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four year from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Lincoln County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Lincoln County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Lincoln County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Lincoln County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Lincoln County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Lincoln County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Lincoln County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Lincoln County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Lincoln County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Lincoln County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Lincoln County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Lincoln County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Lincoln County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Lincoln County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Lincoln County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Lincoln County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Lincoln County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Lincoln County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Lincoln County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Lincoln County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Lincoln County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Lincoln County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Lincoln County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

Quay County



**Brad Bryant-Chairperson**



**Mike Cherry-Member**



**Sue Dowell-Member**

Board of County Commissioners:

Lincoln County

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Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

- 1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from DeBaca County.

### 2.0 ADMINISTERING AGENCY

- 2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

- 3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.
- 3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and DeBaca County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

- 4.1 The Quay County Detention Center will house prisoners from DeBaca County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that DeBaca County will call the Detention Center for accommodation before bringing any prisoner to the facility.
- 4.2 DeBaca County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. DeBaca County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 DeBaca County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from DeBaca County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that DeBaca County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 DeBaca County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. DeBaca County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 DeBaca County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by DeBaca County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, DeBaca County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, DeBaca County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
  - 8.2 DeBaca County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
  - 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of DeBaca County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for DeBaca County at this facility.
  - 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill DeBaca County directly for any medical care rendered.
  - 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.
- #### 9.0 TRANSPORTATION
- 9.1 DeBaca County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by DeBaca County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to DeBaca County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and DeBaca County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either DeBaca County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

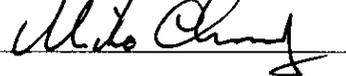
In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

Quay County



Brad Bryant-Chairperson



Mike Cherry-Member



Sue Dowell-Member

Board of County Commissioners:

DeBaca County

\_\_\_\_\_

\_\_\_\_\_

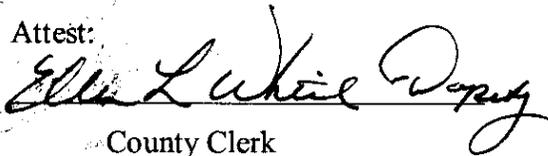
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\_\_\_\_\_

\_\_\_\_\_

Attest:

  
County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Mora County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018. Quay County and Mora County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Mora County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Mora County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Mora County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Mora County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Mora County will pay Quay County \$125/.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Mora County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Mora County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Mora County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Mora County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Mora County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Mora County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Mora County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Mora County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Mora County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum. All in-house doctor visits to Mora County inmates will be charged to Mora County.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility, it shall be the responsibility of Mora County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Mora County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Mora County directly for any medical care rendered. However, if the medical care providers will not bill Mora County directly, Mora County is responsible for the medical expense billed to Quay County.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

9.1 Mora County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Mora County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Mora County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Mora County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

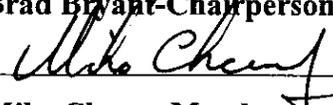
11.2 If either Mora County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:  
Quay County

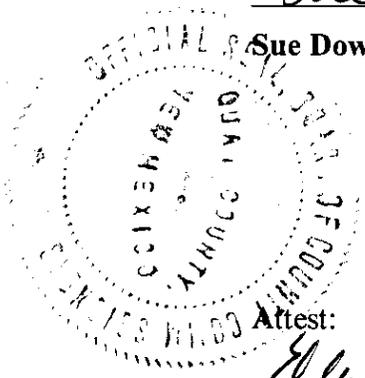
Board of County Commissioners:  
Mora County

  
\_\_\_\_\_  
**Brad Bryant-Chairperson**

  
\_\_\_\_\_  
**Mike Cherry-Member**

  
\_\_\_\_\_  
**Sue Dowell-Member**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Attest:  
  
\_\_\_\_\_  
County Clerk

County Clerk

Reviewed by:  
\_\_\_\_\_  
Quay County Attorney

## JOINT POWERS AGREEMENT

### 1.0 PURPOSE

1.1 This Agreement is pursuant to the Joint Powers Agreement Act (JPAA) [11-1-1 to 11-1-7 NMSA 1978] and sets forth the terms and conditions under which Quay County will house prisoners in the Quay County Detention Center from Santa Fe County.

### 2.0 ADMINISTERING AGENCY

2.1 This agreement will be administered or executed by the Quay County Detention Center. Pursuant to 11-1-5 NMSA 1978.

### 3.0 APPROVAL DATE

3.1 This contract shall become effective upon approval by both parties by and through their respective Officials. The contract shall be effective for a term of four (4) calendar years, expiring four years from the date the contract is fully executed.

3.2 The term of the contract will begin on or about January 1, 2014 and end on or about January 1, 2018, Quay County and Santa Fe County shall have the yearly option of renewing the contract at the end of every year.

### 4.0 ADULT PRISONER HOUSING AND BOARD

4.1 The Quay County Detention Center will house prisoners from Santa Fe County at its facility in Tucumcari, New Mexico on a space available basis. The parties agree that Santa Fe County will call the Detention Center for accommodation before bringing any prisoner to the facility.

4.2 Santa Fe County prisoners are subject to the rules of the Quay County Detention Center, such rules to apply equally to all prisoners. Santa Fe County prisoners will receive comparable treatment and accommodations as provided to other contract prisoners.

4.3 Santa Fe County will pay Quay County \$125.00 per day and any portion thereof for housing and board and related services.

5.0 JUVENILE HOUSING AND BOARD

5.1 The Quay County Detention Center will house male juvenile prisoners from Santa Fe County at its approved male juvenile facility in Tucumcari, New Mexico on a space available basis. The parties agree that Santa Fe County will call the Quay County Detention Center for accommodations before bringing any male juvenile prisoners to the facility.

5.2 Santa Fe County male juvenile prisoners are subject to the Detention Center rules, which apply equally to all male juvenile prisoners. Santa Fe County Male Juvenile prisoners will have comparable treatment and accommodations as provided to other contract male juvenile prisoners.

5.3 Santa Fe County will pay Quay County \$75.00 per day and any portion thereof for housing and board and related services.

5.4 Quay County shall not confine a male juvenile prisoner for more than 30 days unless a valid extension is obtained from the New Mexico Supreme Court. If an extension is not obtained by the end of the 30 day period, said prisoner shall be released to the custody of the parents or Legal Guardian unless, Juvenile Probation and Parole gives notification that an extension is being obtained.

6.0 REJECTION/RETURN

6.1 The Jail Administrator of the Quay County Detention Center shall have the right to reject any prisoner tendered by Santa Fe County.

7.0 PRISONER INFORMATION

7.1 When submitting any prisoner to the Quay County Detention Center, Santa Fe County, will provide the following documentation, if and as available to it:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report;
3. Judgment and Sentence; and

4. Release Order
5. Age
6. Criminal Complaint or other Charging Document

In addition, Santa Fe County will provide the Quay County Detention Center with any information it may have concerning prisoners 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 and emergency dental treatment, and all prescribed drugs or medications.
- 8.2 Santa Fe County prisoners will receive the same medical care that is provided to other prisoners, while incarcerated in the Quay County Detention Center. Our facility is equipped with an in-house doctor that does sick call twice a week, which will keep medical to a minimum.
- 8.3 With regard to all medical expenses, before any major decisions in reference to medical or dental visits that may arise outside the facility. It shall be the responsibility of Santa Fe County to promptly pay for any medical bills incurred outside the facility, by any prisoner, adult or juvenile, held for Santa Fe County at this facility.
- 8.4 The Quay County Detention Center is expressly authorized to direct health care providers to bill Santa Fe County directly for any medical care rendered.
- 8.5 Juvenile physicals are mandated by New Mexico Children, Youth, and Families, that all juveniles that are housed in the Quay County Detention Center are required to have a physical examination within 72 hours. Therefore there will be a charge on all male juvenile physicals.

#### 9.0 TRANSPORTATION

- 9.1 Santa Fe County shall transport its prisoners (adult and juvenile) to and from the Quay County Detention Center.

10.0 PAYMENT

10.1 Payment for the above specified services shall be remitted by Santa Fe County to the Quay County Detention Center upon receipt of prisoner care billing. Billing information will be forwarded to Santa Fe County on the first business day of each month.

10.2 There shall be strict accountability of all receipts and disbursements. Appropriate records will be maintained by both Quay County and Santa Fe County.

11.0 MODIFICATION

11.1 This contract contains the entire agreement between the parties and shall not be modified in any manner except by instrument in writing between the parties or their respective successors-in-interest.

11.2 If either Santa Fe County or Quay County desires to terminate this agreement, written notice of such desire must be given to the other party at least thirty (30) days in advance of the completed termination date.

In Witness Whereof, the Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_.

Board of County Commissioner:

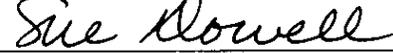
Quay County



**Brad Bryant-Chairperson**



**Mike Cherry-Member**



**Sue Dowell-Member**

Board of County Commissioners:

Santa Fe County

\_\_\_\_\_

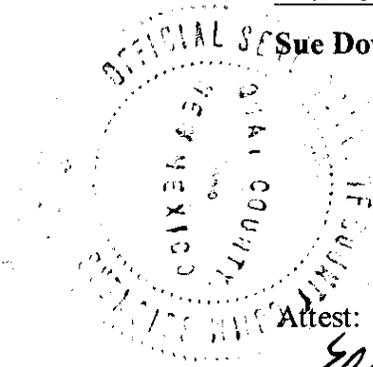
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Attest:



County Clerk

County Clerk

Reviewed by:

\_\_\_\_\_

Quay County Attorney

## AGREEMENT FOR HOUSING PRISONERS

This agreement is made by and between the County of Quay (hereinafter referred to as "County"); Quay County Courthouse, Tucumcari, New Mexico, and the City of Tucumcari (hereinafter referred to as "City"); P.O. Box 1188, Tucumcari, NM 88401.

For and in consideration of their mutual promises contained herein, the parties agree as follows:

### 1. EFFECTIVE DATE:

The effective date of the Agreement Shall be January 1, 2014.

### 2. TERM

This Agreement shall continue in full force and effect for a period of four (4) years from its effective date, unless earlier terminated as provided herein.

### 3. DEFINITIONS

Administrator shall mean the Jail Administrator of the Quay County Detention Center;

City Ordinance shall mean all criminal ordinances or traffic regulations in effect as of the date of this agreement and includes any and all state traffic codes adopted by the City;

City Prisoner shall mean any adult and male juvenile subject who commits a misdemeanor or petty misdemeanor chargeable under City Ordinance, or any adult and male juvenile subject who is charged by a municipal officer with a misdemeanor or petty misdemeanor not chargeable under City Ordinance up to the time of initial appearance before a Magistrate, and further, a city prisoner is an adult who is brought in by a city police officer for protective custody.

Facility shall mean the Quay County Detention Center, also referred to as "QCDC";

Medical Care and Medical Treatment shall include emergency medical and dental treatment and prescription drugs.

### 4. HOUSING

- A. The County hereby agrees to house City prisoners within the Quay County Detention Center (hereinafter "QCDC").

- B. The County will house City Prisoners at the Quay County Detention Center in accordance with legal requirements and standards promulgated by the State of New Mexico.
- C. City prisoners shall be subject to all rules of the Quay County Detention Center, such rules to apply equally to all prisoners. City prisoners shall receive comparable treatment and accommodations as provided to other prisoners.
- D. The Administrator shall have the right to reject any prisoner tendered by the City for reasons including, but not limited to: emergency medical treatment, essential medical treatment, or necessary documentation.
- E. In the event that a prisoner has ongoing medical needs of a non-emergency nature, the Administrator may either house the prisoner in QCDC or may make arrangements with another facility to provide housing for that prisoner. The costs for medical care and/or treatment shall be paid by the City as set forth in Paragraph 7 herein.

## 5. PAYMENT

For housing, including room and board, of City prisoners, the City of Tucumcari agrees to pay to the County as follows:

- A. For the year encompassing this agreement, from January 1, 2014 through December 31, 2017, the amount of fifty-four thousand (\$54,000.00) dollars, payable at the rate of four thousand five hundred (\$4,500.00) dollars per month for a period of twelve (12) months, due on the first day of each month beginning January 1, 2014.

## 6. RECORD KEEPING

- A. The County agrees to maintain adequate and satisfactory booking, custody and uniform crime reporting records and accounts, including records or offenses, according to type of offense and the arresting agency. These records shall be available for examination by all authorized City officials and as required by the Open Records Act or any other state or federal laws or regulations.
- B. When delivering a City Prisoner to QCDC, the City shall provide the following documentation if, and as it becomes available:
  - 1. Arrest Warrants and Supporting Affidavits.
  - 2. Criminal Complaints, Probable Cause Statements, and other charging documents.

3. Arrest/Booking sheets showing any information pertaining to known medical problems, suicidal tendencies, escape records, or tendencies towards violence or disruption, and the age of the prisoner.
- C. The City shall provide the following information if, and as it becomes available:
  1. Judgment and Sentence
  2. Release Order

## 7. MEDICAL CARE

- A. City prisoners shall receive the same standard of medical care that is provided to other prisoners incarcerated in QCDC.
- B. The Administrator is expressly authorized to direct health care providers to bill the City directly for medical treatment rendered to City prisoners.
- C. Nothing herein shall preclude the City from holding City prisoners ultimately responsible for their medical care.
- D. When a City Prisoner requests or needs emergency medical attention, QCDC will notify the City EMS so that an Emergency Medical Technical can evaluate the prisoner's condition and recommend the level of medical treatment to be provided.

## 8. FEMALE JUVENILES

This agreement does not encompass the transport of any female juvenile offenders (person under the age of eighteen at the time of arrest or detention) for the initial period of detention. Should the City detain any female juvenile offenders, the City expressly agrees the City will be responsible for all the initial transportation and booking of female juveniles at an appropriate female juvenile detention facility. While the Quay County Detention Center does not have the facilities available to house female juveniles, the County will be responsible for female juvenile offenders after the City has completed the initial transport of female juveniles. After having been booked, the care, control, and costs of housing female juveniles will transfer from the City to the Quay County Detention Center.

## 9. ENTIRE AGREEMENT

The parties hereto agree that this Agreement contains the entire agreement of the parties concerning detention services and that it shall not be modified in any manner except in writing executed with the same formalities of this original Agreement.

#### 10. DEFAULT

In the event of default by either party hereto, the aggrieved party shall have its remedies as provided by law and by equity.

#### 11. TERMINATION

If either the City or the County desires to terminate this Agreement, written notice of such termination must be given to the other party at least thirty (30) days of the contemplated termination date.

#### 12. WAIVER

The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by the aggrieved party.

#### 13. UNENFORCEABILITY

No provision of this Agreement, which may be deemed unenforceable, shall in any way invalidate any other provision herein.

#### 14. CONSTRUCTION

This Agreement is made in the State of New Mexico and shall be construed pursuant to the laws of the State of New Mexico.

#### 15. HEADINGS

Paragraph headings contained herein are for the purposes of reference and ease of locating provisions in the document and are not intended, nor shall they be interpreted as modifying the meaning of the Agreement in any way.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the dates written below.

BOARD OF COMMISSIONS  
QUAY COUNTY, NEW MEXICO

*Brad Bryant*

BRAD BRYANT, CHAIRPERSON

DATE: 12/9/2013

*Mike Cherry*

MIKE CHERRY, MEMBER

DATE: 12-9-13

*Sue Dowell*

SUE DOWELL, MEMBER

DATE: 12/9/13



ATTEST:

*Ellen L. White*

QUAY COUNTY CLERK

DATE: 12/9/13

CITY OF TUCUMCARI, NEW MEXICO  
A NEW MEXICO MUNICIPAL CORPORATION

By: \_\_\_\_\_  
AMIEL CURNUTT, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK

DATE: \_\_\_\_\_

**QUAY COUNTY  
FISCAL YEAR 2013-2014  
RESOLUTION No. 16**

Authorization of Budgetary Increase to **General Fund-Administration (401-12)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on December 9, 2013 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

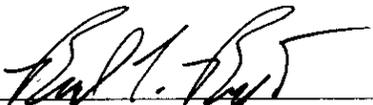
**State Fund 101  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
401-12-47030 Claims/Judgments/Settlements	\$19,000.00	
401-00-36060 Reimbursements/Refunds		\$19,000.00

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Extension Office Insurance Claim Settlement was not budgeted**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

DONE at Tucumcari, County of Quay, New Mexico this 9<sup>th</sup> day of December, 2013.

  
  
\_\_\_\_\_  
Brad Bryant, Chairman

  
\_\_\_\_\_  
Sue Dowell, Member

  
\_\_\_\_\_  
Mike Cherry, Member

ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk

**QUAY COUNTY  
FISCAL YEAR 2013-2014  
RESOLUTION No. 17**

Authorization of Budgetary Increase to **County Improvement Fund (649)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on December 9, 2013 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

**State Fund 300  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
649-12-48020 Equipment & Machinery	\$31,000.00	
649-00-36060 Reimbursements/Refunds		\$31,000.00

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **City of Tucumcari and Village of San Jon Reimbursements were not budgeted**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

DONE at Tucumcari, County of Quay, New Mexico this 9<sup>th</sup> day of December, 2013.

  
\_\_\_\_\_  
Brad Bryant, Chairman

  
\_\_\_\_\_  
Sue Dowell, Member

  
\_\_\_\_\_  
Mike Cherry, Member

ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk

**QUAY COUNTY  
FISCAL YEAR 2013-2014  
RESOLUTION No. 18**

Authorization of Budgetary Increase to **Bard-Endee Fire Fund (413)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on December 9, 2013 the following was among the proceedings;

**WHEREAS**, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase

**State Fund 209  
Budgetary Increase**

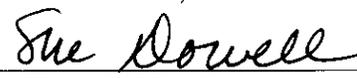
	<u>DEBIT</u>	<u>CREDIT</u>
413-12-48100 Fire Protection Grant	\$100,000.00	
413-00-37234 Fire Protection Grant		\$100,000.00

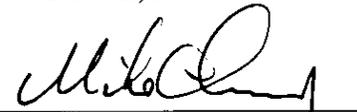
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **Fire Protection Grant Award**

**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Increase be made.

DONE at Tucumcari, County of Quay, New Mexico this 9<sup>th</sup> day of December, 2013.

  
  
\_\_\_\_\_  
Brad Bryant, Chairman

  
\_\_\_\_\_  
Sue Dowell, Member

  
\_\_\_\_\_  
Mike Cherry, Member

ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk

**COUNTY OF QUAY  
FISCAL YEAR 2013-2014  
Resolution #19**

*A Resolution for Determination of Reasonable  
Notice of Meeting of County Boards  
And Date and Time of Regular Meetings*

**WHEREAS**, Sections 10-15-1 to 10-15-4 of the Open Meetings Act, NMSA 1978 require that all meetings of quorum of members of any county board held for the purpose of formulating public policy, discussing public business, or taking action within the authority of the board are to be open to the public; and

**WHEREAS**, the Open Meetings Act further requires reasonable notice to the public for said meetings; and

**WHEREAS**, said Act also provides that the board shall determine at least annually what notice shall be reasonable for the public meetings; and

**WHEREAS**, the Board of Commissioners for Quay County, New Mexico wishes to fully comply with the provisions of the Open Meetings Act.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Quay County that the following is hereby determined to be reasonable notice for any meeting of the Board for the calendar year 2014 and that notice of the determination and the Regular Meeting dates shall be published once a week for two consecutive weeks in the legal section of a newspaper of general circulation with the County of Quay.

**Section 1 – NOTICE REQUIREMENTS**

- A. Notice requirements for REGULAR MEETINGS are met:
  - 1. When the above referenced legal notice has been published and a notice of date, time, place and agenda has been posted in a conspicuous place at the Quay County Courthouse, and is available to the public and media at least seventy-two (72) hours prior to the meeting; or
  - 2. By public announcement of the time and place of such meeting made at the previous regular meeting.
  
- B. SPECIAL MEETINGS – the chairperson or a majority of the members of the County Commission may call for a Special Meeting to be held on dates other than the Regular Meeting dates. Notice requirements for Special Meetings are met:
  - 1. By posting a notice and agenda for the Special Meeting on the main bulletin board of the Quay County Courthouse at least twenty-four (24) hours prior to the commencement of the Special Meeting; or
  - 2. By announcement of the Special Meeting during a Regular or Special Meeting held at least twenty-four (24) hours before the commencement of such Special Meeting; and
  - 3. By providing a written notice of the agenda for the Special Meeting to all local media representatives that have filed a request for notice of public meetings.

C. EMERGENCY MEETINGS – may be scheduled by the chairperson or a majority of the Commission members to deal with unforeseen circumstances, which demand immediate action to protect the health, safety, or property of citizens or the public from substantial financial loss. Notice requirements for an Emergency Meeting are met:

1. Upon the issuance and posting of an agenda in a conspicuous place in the Courthouse three (3) hours prior to the Emergency Meeting unless threat of personal injury or property damage compel less notice. The County Manager will provide telephone/facsimile notice to the news media of emergency meetings as timely as possible given the nature of the emergency.

### Section 2 – REGULAR MEETING DATES AND TIME

Unless otherwise specified, regular meetings shall be held at 9:00 a.m. on the second and fourth Monday of each month in the County Commission Chambers of the Quay County Courthouse. The agenda will be available at least seventy-two (72) hours prior to any regular meetings in the offices of the County Manager and County Clerk located in the County Courthouse, 300 South Third Street in Tucumcari, New Mexico.

**IT IS ALSO RESOLVED**, that substantial conformance with any one of the foregoing methods of giving notice shall constitute compliance with this resolution, and that nothing herein shall prevent the use of additional means or methods of giving notice or Regular, Special, or Emergency Meetings and other such notice for any public meeting for which notice has been given and which is recessed. However, in recessing the meeting, the presiding officer shall announce the time and place the meeting shall resume.

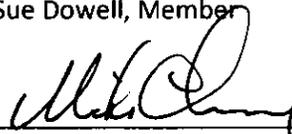
**PASSED, APPROVED AND ADOPTED**, this 9<sup>th</sup> day of December, 2013.

### QUAY COUNTY BOARD OF COMMISSIONERS

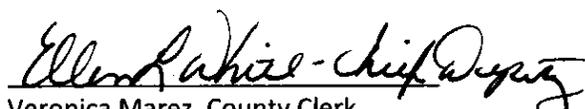


  
\_\_\_\_\_  
Brad Bryant, Chairman

  
\_\_\_\_\_  
Sue Dowell, Member

  
\_\_\_\_\_  
Mike Cherry, Member

ATTEST:

  
\_\_\_\_\_  
Veronica Marez, County Clerk



## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

### 2014 HOLIDAY SCHEDULE

<u>Date of Holiday</u>	<u>Holiday</u>	<u>Date Observed</u>
01/01/2014	New Years Day	Wednesday, January 1, 2014
01/20/2014	Martin Luther King Day	Monday, January 20, 2014
02/17/2014	President's Day	To be taken at Thanksgiving
04/18/2014	Good Friday	1/2 Day Friday, April 18, 2014
05/26/2014	Memorial Day	Monday, May 26, 2014
07/04/2014	Independence Day	Friday, July 4, 2014
09/01/2014	Labor Day	Monday, September 1, 2014
10/13/2014	Columbus Day	To be taken at Christmas
11/11/2014	Veterans Day	Tuesday, November 11, 2014
11/27/2014	Thanksgiving Day	Thursday, November 27, 2014 Friday, November 28, 2014
12/25/2014	Christmas Day	Thursday, December 25, 2014 Friday, December 26, 2014
	Personal Holiday	TBD



## QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

### NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 9<sup>th</sup> scheduled meeting adopted 2013-2014 Resolution #19 to establish the following policy regarding public meetings.

**1. By 2013-2014 Resolution Number 19 to adopt the New Mexico Open Public Meeting Policy requirements.**

Regular monthly meetings will be conducted on the Second and Fourth Monday of each month beginning at 9:00 a.m. unless noted below with an asterisk (\*), in the Commission Chambers, First Floor, Quay County Courthouse, 300 South Third Street, Tucumcari, New Mexico.

#### 2014 Commission Meeting Dates

January 13	April 14	July 14	October 13
January 27	April 28	July 28	October 27
February 10	May 12	August 11	November 10
February 24	*May 27	August 25	November 24
March 10	June 9	September 8	December 8
March 24	June 23	September 22	December 22

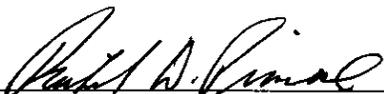
\*May 27<sup>th</sup> meeting is on Tuesday following the Memorial Day Holiday.

The Quay County Indigent Hospital Claims board will be held in conjunction with the Commission scheduled on the Second Regular Meeting of each month.

**2. Established by 2013-2014 Resolution #19 that the following is determined to be reasonable notice for any public meeting for the Board of County Commissioners or of any policymaking agency or authority of the Board for the calendar year 2014.**

- For **REGULAR MEETINGS AND WORK SESSIONS**-issuance and posting of an agenda three calendar days (72 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **SPECIAL MEETINGS**-issuance and posting of an agenda one calendar day (24 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **EMERGENCY MEETINGS**-issuance and posting an agenda three (3) hours before the meeting. The agenda will be posted on the main Courthouse Bulletin Board and as many of the news media notified as possible given the nature of the emergency.

The agenda for each Commission Meeting will be available in the County Manager's Office and in the County Clerk's Office in conformance with this schedule.

  
Richard D. Primrose, Quay County Manager