



QUAY COUNTY GOVERNMENT

300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS May 11, 2015

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 27, 2015

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

- I. **Alida Brown, Quay County Health Council**
 - Request Approval for Quay County to be Fiscal Agent for Trigg Hospital's Community Health Assessment

- II. **Larry Moore, Quay County Road Superintendent**
 - Road Update

- III. **Richard Primrose, Quay County Manager**
 - Request Approval of 2014-2015 Resolution No 36 Approving Participation in Eastern Plains Council of Governments for Fiscal Year 2015-2016
 - Request Approval of 2014-2015 Resolution No 37 for Budget Increase to the County Emergency Communications Fund
 - Request Approval of the Memorandum of Agreement between NM Department of Health and Quay County for Janitorial Duties for Fiscal Year 2016
 - Correspondence

- IV. **Request Approval of Accounts Payable**



- V. **Request for Closed Executive Session Pursuant to Section 10-15-1(H) 8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights**

- VI. **Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch- Time and Location to be Announced

1:00 P.M. Budget Work Session for Development of the 2015-2016 Budget

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 11, 2015

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th of May 2015 at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Sue Dowell, Member
Mike Cherry, Member
Richard Primrose, County Manager
Veronica Marez, Quay County Clerk

OTHERS PRESENT:

Thomas Garcia, Quay County Sun
Russell Braziel, KQAY Radio Station
Larry Moore, Quay County Road Supervisor
Vic Baum, Quay County Assessor
Alida Brown, Quay County Health Council
Lance Labine, Presbyterian Health Administrator
Becky Wallace, Quay County Medical Clinic Administrator
Chelsea Muncy-Hannink, Canadian Soil and Water Conservation
Rusty Shafer, Quay County Sheriff
Ron Jones, USDA/NM Wildlife Services

The meeting was called to order by Chairman McCasland. Ron Jones led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the April 27, 2015 regular commission meeting. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

PUBLIC COMMENT: Chairman McCasland presented Ron Jones with a plaque because he was recognized on the Federal level for his management in the Feral Swine program that we help support in Quay County. He has done an outstanding job in our County in reducing the feral swine population.

Ron Jones informed the public he was chosen by the State Director to attend a Feral Swine meeting in Vicksburg Mississippi. 18 people were chosen to attend this meeting. Ron Jones was recognized by the Deputy Administration from Washington and it was a great honor. He wanted to publicly thank their supporters, producers, commissioners and the citizens for their support.

Chairman McCasland introduced Chelsea Muncy-Hannink with the Canadian River Soil and Water Conservation District who said they would like to enter a MOU with Arch Hurley and Quay County to update the counties Land Use Plan.

Chairman McCasland has attended the Canadian River Soil & Water Conservation meetings. They have been working with Tom Sidwell and Bill Humphries to develop a Land Use Plan to help protect the producers in our County from endangered species like the Lesser Prairie Chicken. The next step would be for Canadian River Soil & Water Conservation and Richard Primrose to get together and develop an MOU and bring back to the Commissioners to approve.

Commissioner Dowell asked how much weight does our Land Use Plan hold if the Federal Government gets involved.

Chairman McCasland explained to Commissioner Dowell that with the Land Use Plan they have to recognize you has a Cooperating Agency and we want to be able to identify our land as historical use of our property. A lot of farm land has not been farmed because of the drought. If these areas become a critical habitat area there will be restriction on plowing and cultivation of farm land. Some farm lands that hasn't been plowed and want to plant something we want to recognize that it is Class A irrigated farm land and he has a right to cultivate that land and farm it.

Primrose explained to Commissioner Dowell if we have a Land Use Plan that was contradicting to what the Federal Government want to do they have to address the Land Use Plan and say why they are going against the wishes of the county. In Land Use Plans, if we determine that the Lesser Prairie Chicken does not need to be listed as threatened then they have to specifically address that and say why they are going to go ahead and list it as threatened.

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Alida Brown, Quay County Health Council, requested approval for Quay County to be Fiscal Agent for Trigg Hospital's Community Health Assessment. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said request. MOTION carried.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

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

1. Crews bladed 53.80 miles.
2. Crews are blading roads after all the moisture.
3. Two blades are down.
4. Crews finished hauling caliche for Cap Project on Quay Road U.
5. Crews are installing culverts.
6. Moore talked to John Griffiths and he wants caliche on his road and they are trying to get caught up and they will put him on the list.
7. Crews will maintain the Tucumcari Mountain for the seniors to paint the T.

Richard Primrose gave the following County Manager's Report:

Requested approval of 2014-2015 Resolution No. 36 approving participation in Eastern Plains Council of Governments for fiscal year 2015-2016. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said resolution. MOTION carried. Copy of said Agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

Requested approval of 2014-2015 Resolution No. 37 for Budget Increase to the County Emergency Communications Fund. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said resolution. MOTION carried. Copy of said resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – "YES"

Dowell – "YES"

Cherry – "YES"

Requested approval of the Memorandum of Agreement between NM Department of Health and Quay County for janitorial duties for fiscal year 2016. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said agreement. MOTION carried. Copy of said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

CORRESPONDENCE:

1. Primrose received a 2012 DWI audit report with no findings from the State of New Mexico Department of Finance and Administration.
2. Received a letter from Representative Roch stating that if there is a Special Session or agreement for the Capital Outlay indicating the projects he is willing to fund.
3. Eastern Plains Council of Government will be having an annual meeting June 10, 2015 at 10:00 am at the Tucumcari Convention Center.
4. Presented the April monthly RPHCA narrative report.
5. Next Commission meeting will be held Tuesday May 26 due to Memorial Day holiday.
6. Tomorrow, Commissioners will be having a Special Session meeting at 2:00 p.m.
7. Tucumcari Tourism working group meeting is tonight at 6:30 p.m. at Tucumcari City Hall.
8. Primrose will be attending a PERA meeting on Tuesday at 10:30 a.m.

CHECKS WERE REVIEWED.

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

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Commissioner Cherry requested a break. Time noted 9:45 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to the Section 10-15-1(H)8. The New Mexico Open Meetings Act to Discuss the Purchase, Acquisition or Disposal of Real Property or Water Rights. MOTION carried. Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 9:45 am.

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

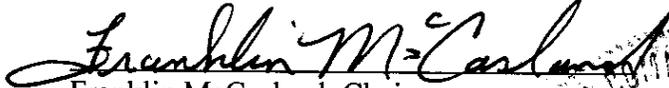
A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the Purchase, Acquisition or Disposal of Real Property or Water Rights was discussed during Executive Session. MOTION carried McCasland voting “aye”, Cherry voting “aye”, Dowell voting “aye”.

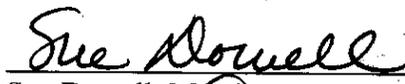
Return to regular session. Time noted 1:10 p.m.

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. NONE

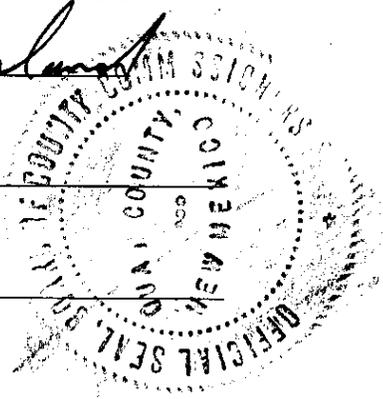
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for May 26, 2015 unless sooner called. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Time noted 1:10 p.m.

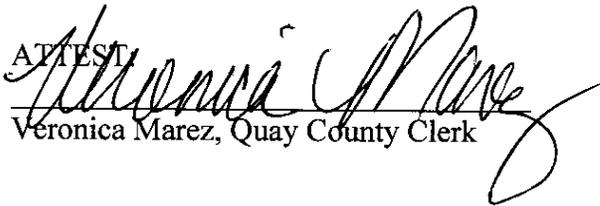
BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member



ATTEST

Veronica Marez, Quay County Clerk

RESOLUTION AND AGREEMENT
OF
QUAY COUNTY
RESOLUTION NO 36
APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2015-2016

WHEREAS the County of Quay (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG"):

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

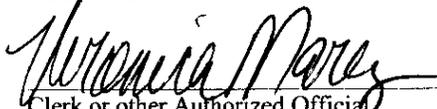
- a. Implement the work program as established by the EPCOG Board of Directors for the 2015-2016 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

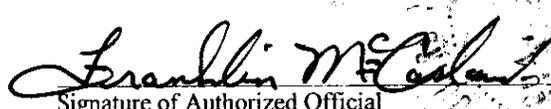
- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2015 and ending June 30, 2016.
- c. The MEMBER hereby appoints _____ as their designated representative and _____ as alternate.

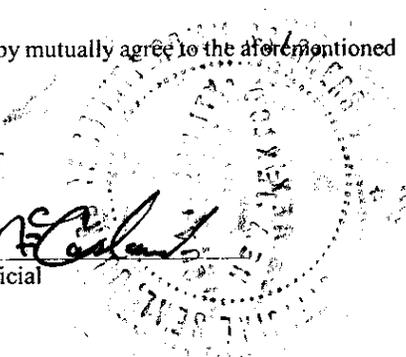
NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:

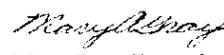

Clerk or other Authorized Official

MEMBER GOVERNMENT


Signature of Authorized Official



ATTESTATION:


Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS


Executive Director

**QUAY COUNTY
FISCAL YEAR 2014-2015
RESOLUTION No. 37**

Authorization of Budgetary Increase to **County Emergency Communications Fund (431)**

WHEREAS, at meeting of the Board of Quay County Commissioners on May 11, 2015 the following was among the proceedings;

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

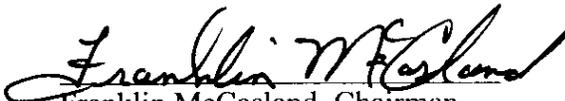
**State Fund 207
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
431-00-37040 Emergency Communication GRT		\$90,000.00
431-12-45030 Professional Services	\$17,943.00	
431-12-47175 Election Expense	\$ 2,057.00	
431-12-48020 Equipment/Capital Outlay	\$70,000.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **New Fund-GRT effective January 1, 2015**

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.

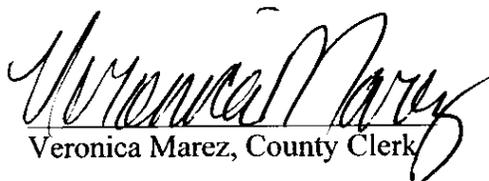
DONE at Tucumcari, County of Quay, New Mexico this 11th day of May, 2015.

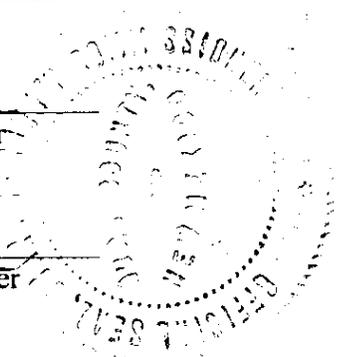

Franklin McCasland, Chairman


Sue Dowell, Commissioner


Mike Cherry, Commissioner

ATTEST:


Veronica Marez, County Clerk



MEMORANDUM OF AGREEMENT
 Between
New Mexico Department of Health
 And
QUAY COUNTY GOVERNMENT

This Agreement entered into between New Mexico Department of Health (DOH) and QUAY COUNTY GOVERNMENT, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide janitorial duties by County and equipment and supplies necessary to clean the Tucumcari Health Office at 310 S. Second St., Tucumcari, NM

2. SCOPE OF WORK

A. The Entity shall perform the following work on a daily basis:

1. Sweep all floors.
2. Empty all waste baskets and dispose of trash.
3. Dust all desk tops, counters, tables, window sills, and other furniture.
4. Clean wash basins, exam tables, toilets, mirrors, and mop floors in bathrooms.

The Entity shall perform the following work as necessary, to be determined by the Office Nurse Manager:

5. Replenish paper goods and soap in toilet and towel dispensers.
6. Shovel and clear snow and/or ice from all entrances & walkways before 8:00 am.
7. Sweep outside entries.
8. Mop all tile floors weekly and as needed.
9. Wipe/clean all mini blinds.
10. Vacuum all carpets – picking up staples weekly and as needed.
11. Wash all windows inside and outside including front and back entrances.
12. Wipe and clean all chairs as needed.
13. Vacuum air conditioner ducts and vents.
14. Wax and buff all floors two times a year and buff as needed.
15. Shampoo all carpets once a year as needed.
16. The contractor agrees to supply all labor, supplies, equipment and other materials necessary to perform the janitorial services. This includes but is not limited to waxes or wax-like protective coatings, cleaning agents, vacuum cleaners, scrubbing machines, buffers, dust mops, brooms and brushes.
17. The contractor agrees to furnish all hand soap, light bulbs in restrooms, commode and urinal sanitary blocks and trash bags.

B. Services will be performed at the Tucumcari Health Office located at 310 S. Second St., Tucumcari, NM

C. Performance Measures:

CONTRACTOR shall substantially perform the following Performance Measures: Through satisfactory completion of the Scope of Work set forth above, Quay County will assist the DOH to meet the portions of its 2016 Strategic Plan that relate to the DOH's mission to prevent, protect, provide, promote, and

partner to improve health services systems and assure that critical public health functions and safety net services are available.

- i. Quay County residents. Potential residents are 9,041
- ii. Monday – Friday (5 days per week) provide janitorial services as stated in Scope of Work.
- iii. Janitorial services/scope of work will be met successfully.
- iv. Quay County residents will have access to clean public health facilities.

3. ADMINISTERING AGENCY

The administering agency is the DOH.

4. COMPENSATION

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$9,180.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of \$765.00 dollars per month -BASED UPON DELIVERABLES, such compensation not to exceed \$9,180.00 (as set forth in Paragraph A) including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling shall be paid by the DOH to the Entity. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. PROPERTY

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. CLIENT RECORDS AND CONFIDENTIALITY

- A. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

- B. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2016** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

Entity

By: _____
Authorized Signature Designee

By: *Franklin McCasland*
Franklin McCasland, Chair

Date: _____

Date: 5/11/2015

By: _____
Department of Health
Assistant General Counsel

By: *Veronica Marez*
Veronica Marez, Clerk

Date: _____

Date: 5/11/2015

