



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
December 14, 2015**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 23, 2015

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

I. Chris Birch, Quay County Detention Center Assistant Administrator

- Request Approval for **Agreement for Inmate Confinement**
 - **Roosevelt & Quay Counties**
- Request Approval for **Agreement for Inmate Confinement**
 - **Quay & Roosevelt Counties**
- Request Approval for **Contract for Juvenile Detention**
 - **Quay & Taos Counties**

II. Patsy Gresham, Quay County Treasurer

- Treasurer's Report

III. Larry Moore, Quay County Road Superintendent

- Road Update

IV. Richard Primrose, Quay County Manager

- Request Approval of **FY2015-2016 Resolution No. 16 Commission Meeting Dates and Requirements in Compliance with the NM Open Meetings Act**
- Request Approval of **2016 Commission Meeting Dates**
- Request Approval of **2016 Quay County Holiday Schedule**
- Request Approval of **DFA Fund 89200 Capital Appropriation Project**
- Update of **Quay County Work Ready Community Project**
- Correspondence



DOC #CM-00382

01/13/2016 02:10 PM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 42



V. Request Approval of Accounts Payable

VI. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters

VII. 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

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

December 14, 2015

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th of December, 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:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Supervisor
Thomas Garcia, Quay County Sun
Chris Birch, Quay County Detention Center Assistant Administrator
Patsy Gresham, Quay County Treasurer
Larry Hines, Quay County Resident
Russell Braziel, KTNM Radio Station
Cheryl Simpson, Quay County Manager's Office

The meeting was called to order by Chairman McCasland. Russell Braziel led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the November 23, 2015 regular commission meeting. MOTION carried. Copy of said minutes is attached and made a part of these minutes.

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. Copy of said agenda is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES” Dowell – “YES” Cherry – “YES”

PUBLIC COMMENT: Larry Hines asked Commissioners if they had any intentions on repairing his road on Quay Rd AJ. Chairman McCasland informed Hines that they could not give him an exact time when road will be repaired.

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Chris Birch, Quay County Detention Center Assistant Administrator requested approval for Agreement for Inmate Confinement between Roosevelt County and Quay County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agreement. MOTION carried. A copy of the said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval for Agreement for Inmate Confinement between Quay County and Roosevelt County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agreement. MOTION carried. A copy of the said agreement is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Requested approval of Contract between Quay County and Taos County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the contract. MOTION carried. A copy of the said contract is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

Patsy Gresham, Quay County Treasurer presented the Treasurer report. A copy of the said report is attached and made a part of these minutes.

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

1. Crews finished repairing roads from the last storm.
2. Moore has been working on the RFP for the Skid Steer.
3. Moore should hear something from DFA by December 18th on Plans and Specs and go out for bids for projects.

Moore informed the Commissioners that Larry Hines road is on the list to repair but they are having problems finding caliche. Moore informed the Commissioners that Mr. Hines road is going to need material on it but he has roads that have priority. Moore informed the Commissioners that Mr. Hines road is a mile long stretch so it qualifies for COOP.

Commissioner Dowell said it really bothers her to see a citizen as upset as Mr. Hines is. She knows they meet the level of frustration and she thinks about him and how he dedicated years to public service and State Police and other things he has done. It bothers her that the citizens get to that level of frustration. She knows that they have a lot of roads and he has expressed concerns about his road before to Franklin and herself. She hates to see good people upset and they get no answers.

Moore informed Commissioner Dowell that he has met with Mr. Hines and he showed him his concerns and his problems and Moore informed Mr. Hines that they will do the road they just need the time to do it and get it back on the Coop. It upsets Moore because he knows the citizens get frustrated. He has to watch his budget and not go over.

Commissioner Dowell asked if there is ever a time that instead of doing one brand new road that the County could use that money to repair those roads or are there two different pots that it comes from.

Moore stated it was hard to do it that way due to having to do environmental study now. It would cost the county \$1200 to get an environmental study done for a little section.

Dowell stated that it seems like we have so many roads that need to be repaired and she thinks sometimes people think "well look at that brand new road and they can't repair our road". That adds to their frustration and they don't understand.

Moore stated that when he drives the road and he is slipping and sliding in 4 wheel drive then that road has to be done first. We try to keep the roads in decent shape and try to answer their concerns right away. Right now that is the best we can do.

McCasland stated it is frustrating and what Mr. Hines and citizens need to understand is that there are priorities on roads. Moore knows the roads and knows which roads are priority.

Moore stated Mr. Hines road will be done we just can't give him a date. Put the road on a Coop and we can give him a date.

Richard Primrose gave the following County Manager's Report:

Primrose requested approval of FY2015-2016 Resolution No.16 approving 2016 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 Resolution. MOTION carried. A copy of the Resolution is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Requested approval of 2016 Commission Meeting Dates. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Commission Meeting Dates. MOTION carried. A copy of the Commission Meeting Dates is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Requested approval of 2016 Quay County Holiday Schedule. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve holiday schedule. MOTION carried. A copy of the Holiday Schedule is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES”

Requested approval of Department of Finance and Administration Fund 89200 Capital Appropriation Project. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve DFA fund. MOTION carried. A copy of the project is attached and made a part of these minutes.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES

Requested approval of Quay County ACT Work Ready Community Project. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve ACT project. MOTION carried.

Commissioners Voted:

McCasland – “YES”

Dowell – “YES”

Cherry –“YES

CORRESPONDENCE:

1. Received an invite to a Going Away Reception for Lance Labine on Tuesday December 15 at 1pm in the Hospital lobby.
2. NMAC Annual Holiday Open House will be held on December 18 at 11:30 am to 3:00 pm in Santa Fe.
3. Quay County Courthouse will be closed December 24-25th for Christmas holiday.
4. AT&T will be at the Quay County Fairbarn today and Tucumcari Convention Center on Thursday.
5. We will be having a Commission meeting on December 28 and NMAC will be making a presentation.

CHECKS WERE REVIEWED.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. 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”

Chairman McCasland requested a 10 minute break. Time noted 10:05

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into executive session pursuant to Section 10-15-1(H)7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation and Pursuant to Section 10-15-1(H)2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters. MOTION carried. Dowell voting “aye”, Cherry voting “aye”, McCasland voting “aye”.

Time noted 10:15 am.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only threatened or pending litigation and limited personnel matters were discussed during Executive Session. MOTION carried McCasland voting “aye”, Cherry voting “aye”, Dowell voting “aye”.

Return to regular session. Time noted 11:40 a.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 December 28, 2015 unless sooner called. The Commissioners announced they would be having lunch at Rubee's and all those in attendance were invited. MOTION carried.

Commissioners Voted:

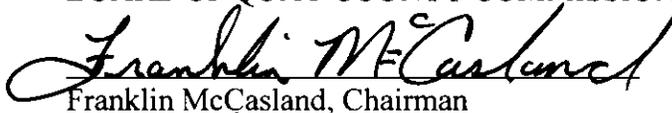
McCasland – “YES”

Dowell – “YES”

Cherry – “YES”

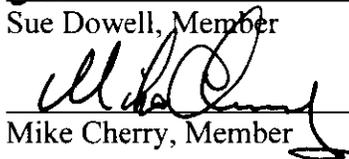
Time noted 12:00 p.m.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman

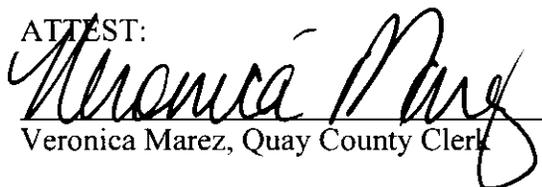


Sue Dowell, Member



Mike Cherry, Member

ATTEST:


Veronica Marez, Quay County Clerk



**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF ROOSEVELT
AND THE COUNTY OF QUAY**

THIS AGREEMENT is entered into by and between the County of Roosevelt, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and Quay County, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, or arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Roosevelt County Adult Detention Center (RCDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's inmates on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1. **HOUSING OF PRISONERS.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Roosevelt County Detention Center (RCDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the RCDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14 (1889), and the Contractor agrees in any event that any persons housed at the RCDC meet the minimum criteria established by these statutes and Law and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The contractor shall pay the county \$65.00, per full or partial calendar day for each Contractor inmate confined at RCDC. RCDC has the option to review and increase this Contract upon the anniversary date in an amount equal up to five percent (5%) of the then current rate.
3. **CONDITIONS OF HOUSING.** The County will house all prisoners consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, RCDC will adhere to the Prison Rape Elimination Act (PREA) in reference to reporting all allegations of sexual misconduct up to and including sexual violence within the facility.
4. **INVOICES.** The County shall bill the contractor for all inmates housed at RCDC on a monthly basis and shall provide the Contractor a statement containing the names of the Contractor's inmates and their booking number, dates of incarceration, so the total number of days billed and the total Contractor inmate costs for the month. The Contractor shall pay the

bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly and be owed to the County.

5. **INMATE APPROVAL.** The RCDC Administrator shall have the right to refuse the housing of any Contractor inmate in the RCDC. RCDC will not accept any inmate:
 - a. Awaiting transport to New Mexico Department of Corrections (NMCD);
 - b. with a current federal or out of state detainer;
 - c. charged with a capital felony (premeditated murder, felony murder (murder committed during the commission or attempted commission of a felony) and depraved mind murder);
 - d. charged with a first degree felony (murder, criminal sexual penetration of a minor and other serious sexual crimes, kidnapping and robbery while armed with a deadly weapon;
 - e. charged with or has been charged with a 2nd degree murder; and
 - f. with history of escape.RCDC will review all documentation and return in written format to Contractor indicating any inmate(s) RCDC will accept or refuse.

6. **Inmate Information:** When submitting any inmate to Roosevelt County pursuant to this agreement, Contractor will provide RCDC a 24 hour notice of its intent to deliver any inmate(s) with all documentation necessary for booking to including the following:
 - A. Arrest warrant and supporting affidavit;
 - B. Arrest report;
 - C. Judgment and Sentence (J&S);
 - D. Release Order
 - E. Age;
 - F. Criminal Complaint or other Charging Documentation;
 - G. All Medical Records, if any and
 - H. Any prior and current institutional history (i.e. disciplinary reports or behavior problems)

7. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its inmates to and from RCDC. In the event medical treatment is required outside of the RCDC, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 7, Medical Care, Section C.

8. **INMATE POSSESSIONS.** The County will store and safe keep all inmate personal property which is removed from the contractor's inmates upon arrival at RCDC. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the inmate to a criminal investigation by the Roosevelt County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.

9. **MEDICAL CARE.**
 - a. **Routine on Site Care.** The County shall provide routine on site medical care and routine mental health care for contractor's inmates while they are detained at RCDC.

- b. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs for its inmates.
 - c. **Off Site Care.** The contractor is responsible for all costs of offsite medical, and mental health care of its inmates. Upon request by the contractor, the County may provide transportation and security to and from the offsite facility. The County shall bill the contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile to and from the appointment. The contractor shall be responsible for providing security for the inmate(s) for any period of medical confinement that exceeds twenty-four (24) hours.
10. **TERM.** This agreement shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
11. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice to the party, however, a termination shall not be effective until such time as all of the Contractor's inmates have been removed from the RCDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **contractor must pick up its inmates within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61st day.** Upon termination of this agreement, the County is under no obligation to accept the Contractor's inmates.
12. **NO THIRD PARTY BENEFICIARIES.** This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement, or seek to enforce this agreement as a third party beneficiary of this agreement or otherwise.
13. **INSURANCE.** The County maintains public liability insurance for its operation of the SFCADF. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
14. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
15. **WORKER'S COMPENSATION.** The county shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
16. **SUBCONTRACTING.** The County may subcontract the services to be performed under this agreement. If a person housed at the RCDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
17. **RECORDS AND AUDIT.**
- a. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to inmate housing and booking

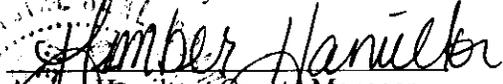
records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

- b. **Contractor Information.** The contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's inmate incarceration and shall furnish any and all criminal histories of Contractor inmates in custody at RCDC.
18. **AMENDMENTS.** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
19. **SCOPE OF AGREEMENT.** This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
20. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of New Mexico.
21. **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.
22. **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.
23. **ACCESS BY CONTRACTOR.** The contractor, through permission of the Detention Administrator of RCDC, May inspect the conditions under which its inmates are detained at the RCDC. Access to RCDC shall be coordinated through the Detention Administrator or their designee.
24. **SEVERABILITY.** Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

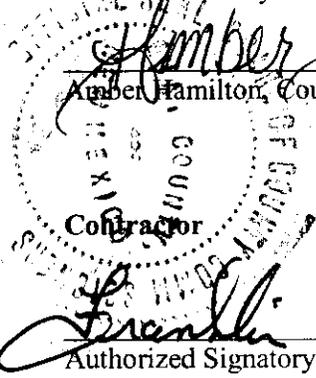
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IN WITNESS WHEREOF, the county and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

Roosevelt County


Amber Hamilton, County Manager

7-17-15
Date




Authorized Signatory

12/14/15
Date

Franklin McCasland
Printed Title

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN THE COUNTY OF QUAY
AND THE COUNTY OF ROOSEVELT**

THIS AGREEMENT is entered into by and between the County of Quay, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and Roosevelt County, a political subdivision of the State of New Mexico (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, or arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Quay County Adult Detention Center (QCDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's inmates on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED by both parties as follows:

1.0 APPROVAL DATE

1.1 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.

1.2 The term of the contract will begin on or about January 1, 2016 and end on or about January 1, 2020, Quay County and Roosevelt County shall have the yearly option of renewing the contract at the end of every year.

2.0 ADULT PRISONER HOUSING AND BOARD

2.1 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.

2.2 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.

2.3 Roosevelt County will pay Quay County \$65.00 per day and any portion thereof for housing and board and related services.

3.0 REJECTION/RETURN

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

4.0 PRISONER INFORMATION

4.1 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.

5.0 MEDICAL CARE

5.1 As used herein, "medical care" and "medical treatment" shall include medical and emergency dental treatment, and all prescribed drugs or medications.

5.2 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.

5.3 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 adult prisoner, held for Roosevelt County at this facility.

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

6.0 TRANSPORTATION

6.1 Roosevelt County shall transport its adult prisoners to and from the Quay County Detention Center.

7.0 PAYMENT

7.1 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.

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

8.0 MODIFICATION

8.1 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.

8.2 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 12 day of Dec. 2015.

Board of County Commissioner:
Quay County

Board of County Commissioners:
Roosevelt County

Franklin McCasland

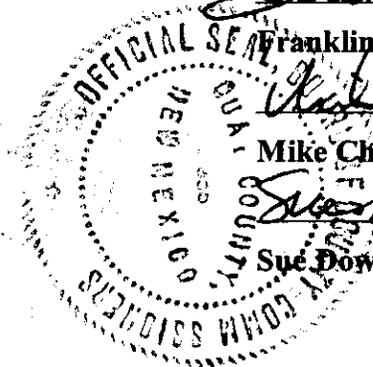
Franklin McCasland-Chairperson

Mike Cherry

Mike Cherry-Member

Sue Dowell

Sue Dowell-Member



Attest:

Monica Parry

County Clerk

County Clerk



CONTRACT FOR JUVENILE DETENTION

This Contract (Contract) is made and entered into by and between **Quay County** (Using Agency) and **Taos County** (County).

WHEREAS, Taos County is the owner of the Taos County Juvenile Detention Center (TCJDC), which from time to time has vacant bed space and;

WHEREAS, Using Agency desires to house juvenile residents from time to time in the TCJDC, hereinafter sometimes called the "Facility".

WITNESSETH, that for and in consideration of the covenants and conditions recited in this Contract, the parties agree as follows:

1. **Authority and Purpose**

This Contract is entered into pursuant to §33-3-18, NMSA 1978, authorizing the parties to make contractual arrangements for the confinement of prisoners. This Contract replaces all prior contracts between the parties for the service of housing of Using Agency juvenile residents.

2. **Effective Date and Term**

Upon approval by both parties by and through their respective officials and regardless of the date made and entered, this Contract shall be effective and commence on November 1, 2015. The Contract shall be effective for a term of one (1) calendar year, expiring on October 31st, 2016. This Contract shall be renewable by written mutual agreement of the parties on an annual basis three (3) times.

3. **Termination**

- a. Either party may terminate this Contract at any time upon thirty (30) days written notice to the appropriate agents identified in this Contract. In the case of termination, TCJDC shall be paid for all services provided through the date of termination.
- b. In the event that a court of competent jurisdiction enters any order, which affects the ability of TCJDC to perform its obligation under this Agreement, TCJDC shall have the right to terminate this Agreement upon entry of such an order without the thirty (30) day notice requirement.

4. **Guarantee of Beds**

There will be no guarantee of beds. This Contract is dependent on the availability of bed space in TCJDC for Using Agency's male or female juvenile residents, whether the juvenile resident is to be housed pre- or post-adjudication.

5. **Jail Services and Facilities**

- a. TCJDC reserves the right, in its sole discretion, to refuse or expel juvenile residents requiring extraordinary medical or mental health services, or with gang affiliations deemed incompatible with the existing detention center population, or for any other reason deemed by TCJDC to be in furtherance of TCJDC security. TCJDC shall accept only juvenile residents that are classified by Taos County for minimum and medium security custody.

- b. Using Agency shall give TCJDC at least a one-hour, if possible, notice of its intent to transport a resident to TCJDC, and shall provide any information required or requested by the Detention Staff of TCJDC, including verification of juvenile status and information required for classification. Using Agency shall provide TCJDC with all relevant records regarding any juvenile resident to be housed at TCJDC upon delivery.
- c. TCJDC shall provide confinement, safekeeping and maintenance for each juvenile resident delivered to the Facility. Using Agency juvenile residents shall be classified and confined in the Facility in accordance with the TCJDC detention classification criteria as promulgated by TCJDC. TCJDC shall provide all residents with a reasonable, clean, safe and wholesome Facility, which it shall keep in good order and repair. Each of the Using Agency residents confined at TCJDC shall receive good and sufficient food, as well as lighting and heating of the same quality and quantity as provided to other juvenile residents during their confinement at TCJDC.

6. **Applicable Rules and Regulations**

When using the Facility for the confinement of juvenile residents, Using Agency, its officers, employees, agents, and residents shall at all times be governed by the Rules, Regulations and Policies adopted by TCJDC relating to confinement and care of juvenile residents at TCJDC, and all policies and procedures in accord with Juvenile Local Detention Facilities Standards, American Correctional Association Standards, State of NM Children, Youth and Families Department, and all federal and state statutes that are applicable.

7. **Compensation**

The Using Agency shall pay to TCJDC the rate of one hundred twenty dollars and no cents (\$120.00) per day, per juvenile resident, for each full or partial day in which the juvenile resident is confined by TCJDC. This rate shall apply to all classifications of juvenile residents. Using Agency shall also pay a ten dollar (\$10.00) booking fee for each juvenile resident.

If services must be provided to a juvenile resident that will result in charges to Using Agency that will be additional to the daily rate set forth above for a juvenile resident, TCJDC shall notify Using Agency by telephone or email prior to providing said services, unless the provision of services is an emergency. An "emergency" is defined as a medical or mental health situation, a situation in which the provision of services is required to avoid bodily injury or property damage, or other situation which requires immediate attention to minimize danger or loss to any concerned.

8. **Billings**

- a. TCJDC shall provide the Using Agency with invoices on a monthly basis with prepared statements for each juvenile resident held in TCJDC, showing the number of days of confinement and other services provided for any additional charges.
- b. Using Agency shall forward payments to TCJDC within 30 (thirty) days of billing. Charges not paid within 30 (thirty) days shall accrue interest until paid at a rate equal to the maximum rate permissible by law, or 1% per month, whichever is lower.

9. **Transportation**

The Using Agency will be responsible for all applicable transportation costs related to the transport of its juveniles.

10. **Records**

TCJDC shall keep and maintain accurate and current records relating to the confinement of all residents, including the initial date of acceptance at TCJDC, the confining agency, the detaining source of the resident, and the number of days at the Facility.

11. **Medical Care**

TCJDC shall provide routine and ordinary medical care within the TCJDC. Any juvenile resident needing medical care not deemed routine, including but not limited to, medical and/or mental health care provided away from the TCADC, prescriptions and medications, hospitals off-site, hospital charges and costs associated with security coverage provided during a hospital confinement, shall be at Using Agency's expense. TCJDC shall obtain approval by telephone or email from the Using Agency for such expenses attributable to Using Agency's juvenile resident prior to such expense being incurred, if the confinement is not an emergency. Additionally, TCJDC will notify Using Agency of emergency medical or mental health treatment of its juvenile resident(s) within twenty-four (24) hours of same by telephone or email.

For requests for approval and for notice purposes, pursuant to paragraph 7 and this paragraph, Using Agency designates the following methods and authorized persons to be contacted:

<u>T.J. Rich</u>
Name (Primary)
<u>575-461-4664</u>
Telephone Number
<u>575-403-7261</u>
After-hours Telephone Number
<u>Chris Birch</u>
Name (Alternate)
<u>575-461-4664</u>
Telephone Number
<u>575-403-7753</u>
After-hours Telephone Number

If prior approval is not sought and treatment is not an emergency as defined herein, then Taos County is responsible for medical expenses and obligations incurred. Using Agency waives any necessity for TCJDC to seek pre-approval for expenditures in the event of a medical or mental health emergency and agrees to reimburse TCJDC for such emergency expenditures incurred for the benefit of Using Agency's juvenile residents.

IN WITNESS WHEREOF, the parties hereto have entered into this Contract as of the day and year above written.

Agreed:

Taos County

Quay County

Leandro Cordova,
Taos County Manager


Richard Primrose
Quay County Manager

Date

Date

Approved As To Form:

Approved As To Form:

Robert J. Malone
Taos County Attorney

Quay County Attorney

TREASURER'S REPORT TO COUNTY COMMISSION

December 14, 2015

Activities:

Since November 1, we have been very busy collecting taxes as mailed on October 30, 2015. Thru December 10, we have collected \$2,743,940.67 in taxes. The total charged to the taxpayers on October 30, 2015, was \$5,419,907.97. This represents an approximate \$400,000 increase over the taxes billed in October, 2014. We have collected approximately 51% of the taxes due for 2015. According to statute we published in 3 different issues of the Quay County Sun a notice that the first half of taxes are delinquent after December 10 and the second half will be due on April 10, delinquent May 10, 2016.

- Please check your calendars for early January so that we can shoot for several dates to invite presentations on debit/credit card processing by at least 2 vendors. We continue to get lots of requests to pay taxes electronically. Richard and I talked about researching the capabilities of the upgrade to Tyler for debit/credit card processing and electronic billing of taxes. I will make sure we have some idea of these capabilities before we invite processors to do demonstrations.
- Next, I would like your consideration of the following persons to be appointed as Quay County's Finance Committee: Patsy Gresham, Richard Primrose, Cheryl Simpson, and one or more of the County Commissioners. Several items that need to be put in place are dependent upon input from the County Finance Committee. These items include an RFP for Banking and Investment Services; approval of an Investment Policy and a decision regarding the use of Purchasing Cards for travel purposes for County Employees. I have attached an excerpt regarding suggestions for who should serve on this type of committee.

The main Tyler Support Tech that we use for TIMS and AIMS payment and billing software for property taxes retired at the end of November. The other Tech on whom we rely will retire at the end of December. Thank you for your support of the upgrade to the Tyler Eagle Software.

Patsy Gresham
Quay County Treasurer

**COUNTY OF QUAY
FISCAL YEAR 2015-2016
Resolution #16**

*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 2016 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.

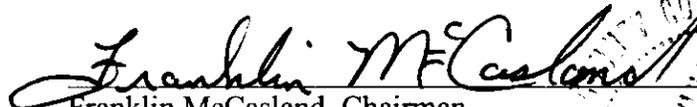
Section 2 – REGULAR MEETING DATES AND TIME

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.

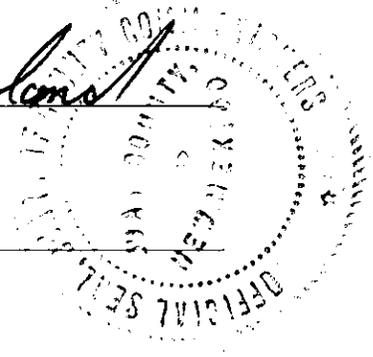
PASSED, APPROVED AND ADOPTED, this 14th day of December, 2015.

QUAY COUNTY BOARD OF COMMISSIONERS

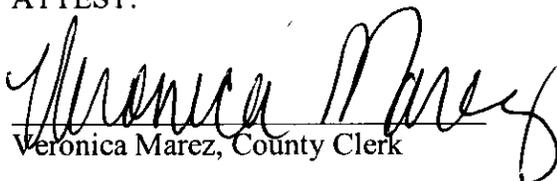

Franklin McCasland, Chairman


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

NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 14th scheduled meeting adopted 2015-2016 Resolution #16 to establish the following policy regarding public meetings.

1. By 2015-2016 Resolution Number 16 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.

2016 Commission Meeting Dates

January 11	April 11	July 11	October 10
January 25	April 25	July 25	October 24
February 8	May 9	August 8	*November 10
February 22	May 23	August 22	November 28
March 14	*June 10	September 12	December 12
March 28	*July 1	September 26	*December 27

*June 10th is Friday following Primary Election to canvas votes along with Commission Meeting

*July 1st is Friday as to not interfere with the NM Association of Counties' Annual Conference

*November 10th is Thursday following General Election to canvas votes along with Commission Meeting. **Meeting time to be 1:30 p.m.**

*December 27th meeting is on Tuesday following the Christmas 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 2015-2016 Resolution #16 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 2016.

- 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.



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

2016 HOLIDAY SCHEDULE

<u>Date of Holiday</u>	<u>Holiday</u>	<u>Date Observed</u>
01/01/2016	New Years Day	Friday, January 1, 2016
01/18/2016	Martin Luther King Day	Monday, January 18, 2016
02/15/2016	President's Day	To be taken at Thanksgiving
03/25/2016	Good Friday	1/2 Day Friday, March 25, 2016
05/30/2016	Memorial Day	Monday, May 30, 2016
07/04/2016	Independence Day	Monday, July 4, 2016
09/05/2016	Labor Day	Monday, September 5, 2016
10/10/2016	Columbus Day	To be taken at Christmas
11/11/2016	Veterans Day	Friday, November 11, 2016
11/24/2016	Thanksgiving Day	Thursday, November 24, 2016 Friday, November 25, 2016
12/25/2016	Christmas Day	Friday, December 23, 2016 Monday, December 26, 2016
	Personal Holiday	TBD

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 14 day of Dec., 2015, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "LGD", and the Quay County, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 147, Section 46 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

15-1144 \$100,000.00 Appropriation Reversion Date: 30-JUN-17
Laws of 2015, Chapter 147, Section 46, One Hundred Thousand Dollars (\$100,000.00) The unexpended balance of the appropriation to the local government division in Subsection 147 of Section 31 of Chapter 226 of Laws 2013 to remove and install windows at the Dan C. Trigg Memorial hospital in Quay county is changed to purchase and install information technology, including related equipment, furniture and infrastructure, at the Quay county offices.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thousand Dollars (\$100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁽¹⁾, if applicable, Zero Dollars (\$0.00), which equals One Hundred Thousand Dollars (\$100,000.00) (the "Adjusted Appropriation Amount").

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁽²⁾ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

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

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

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

Department: DFA/Local Government Division
Name: Ms. Ruth Lommel
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: ruth.lommel@state.nm.us
Telephone: 505-827-4978
FAX: 505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1.

The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

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

B. Paper Final Report

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

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department may require directly

into a database maintained by the Department. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable

time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records

sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

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

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

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

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

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

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

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

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

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

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

FINAL REPORT

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

Grantee Representative/Title

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

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

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

II. Payment Computation

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

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

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

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

**Grantee Fiscal Officer
 or Fiscal Agent (if applicable)**

 Printed Name
 Date: _____

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

Notary Public _____
 My Commission expires _____

Grantee Representative

 Printed Name
 Date: _____

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

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

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

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

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

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

**SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: 15-1144**

As the designated representative of the Department for the Grant Agreement number 15-1144 entered into between Grantee and the Department, I certify that the Grantee has submitted to the department the following third party obligation executed in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract)#: _____
Vendor of Contractor: _____
Third party Obligation amount: _____
Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this notice of Obligation to Reimburse: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Reimburse as of this Date: _____

Department Representative: _____

Title: _____

Signature: _____

Date: _____