



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
April 11, 2016

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session March 28, 2015

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Darla Munsell, CDGB Coordinator**
 - Request Approval of **Engineers Inc Bid Recommendation for Quay Road 63 Street Improvements**
CAP#-4-15(404)/CAP#-4-16(456)
CO-OP Project #SP-4-15(954)
CO-OP Project #SP-4-16(905)
School Bus Project #SB-7731(932) 15
School Bus Project #SB-7731(943) 16
 - Request Approval of **Engineers Inc Bid Recommendation for Quay Road 63 Street Improvements**
CDBG#14-C-RS-I-01-G-01
- II. Janie Hoffman, Quay County Deputy Assessor**
 - Presentation of Notice of Value Error
- III. Justin Knight – Quay County Fair Board Member**
 - Request Approval for **Fairground Improvements of Show Ring and South End of Fair Barn**
- IV. T.J. Rich, QCDC Administrator**
 - Quarterly Report



V. Larry Moore, Quay County Road Superintendent

- Discussion and Approval of **Vehicles for the Road Department**
- **Road Update**

VI. Richard Primrose, Quay County Manager

- Request Approval of an **MOA between Quay County & NM Department of Health**
- Request Approval of a **Special Meeting to be Scheduled Monday, May 16, 2016**
- Correspondence

VII. Request Approval of Accounts Payable

VIII. NMAC Presentation

Sharon Stover, President & Steve Kopelman, Executive Director

IX. 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

X. 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

April 11, 2016

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th day of April 2016, at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, Chief Deputy County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Darla Munsell, Quay County CDBG Coordinator
Daniel Garcia, District 1 Commissioner Candidate
Donald Adams, Quay County Fire Marshall
Russell Braziel, KTNM/KQAY Radio Station
Justin Knight, Quay County Fair Board Chairman
Wayland Oliver, Engineers Inc.
Cheryl Simpson, Quay County Manager's Office
Janie Hoffman, Quay County Chief-Deputy Assessor
Thomas Garcia, Quay County Sun
Patsy Gresham, Quay County Treasurer

Chairman Franklin McCasland called the meeting to order. Justin Knight led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the March 28, 2016 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "aye".

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

PUBLIC COMMENTS: Daniel Garcia, Candidate for District 1 Quay County Commissioner, stated he was investigating a Federal Court Order mandating Commissioners should be elected by District. He stated his reason for running for office at this time, is to stop what he believes is 90 plus years of institutionalized racism brought forth by Quay County Commission.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Darla Munsell, CDBG Coordinator, along with Wayland Oliver of Engineers Inc., requested approval to award Bid Lot No. 4 for the Quay Road 63 Project to Dessert Fox, LLC. The awarded bid amount is \$450,878.79. Munsell explained this project was divided into four lots, with the beginning Lot #1 starting at Quay Road AR and moving East along Quay Road 63 to the Cemetery entrance. Oliver stated the bids were considerably higher for Lot #4 than projected and he along with Munsell would recommend the Commissioners accept the bid from Dessert Fox, LLC for Lot No. 4, rebid Lots 2 and 3 and cancel Lot 1 at this time. Oliver said they hope to attract additional bidders during the second bid process. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the recommendations of Munsell and Oliver to award the bid of Lot No. 4 to Dessert Fox, LLC. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

Munsell requested permission to proceed in rebidding Lots 2 and 3 of the CDBG project. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve rebidding Lots 2 and 3. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

Janie Hoffman, Quay County Chief Deputy Assessor informed the Commissioners of an error made by the printing company on the Notices of Value sent to Quay County landowners. Ink Impressions of Rio Rancho, failed to change the return address on the Notices for Quay County and they were mailed with McKinley County Information on them. Hoffman has made the public aware of the error with press releases and utilizing social media. Ink Impressions will credit Quay County \$1200.00 of the \$6000.00 printing charge and will also pay for a legal advertisement in the Quay County Sun. McKinley County is aware of the situation and has graciously agreed to direct mail and calls of taxpayers accordingly. Primrose reiterated the property values were correct. The only error was the mailing address. The Commissioners thanked Hoffman for her efforts in getting the correct information to the public as soon as possible.

T.J. Rich, Quay County Detention Center Administrator joined the meeting. Time noted 9:20 a.m.

Justin Knight, Quay County Fair Board Chairman requested financial assistance and permission to have fans installed in the "Show Ring" and adjacent bleachers to help circulate air during the Fair. Knight said that area gets unbearably hot during August. The Fair Board is hoping this will provide some relief. Knight said they estimate the equipment to cost \$2,000.00 and the Fair Board will provide the labor. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the installation of fans and for the County to expend the \$2,000.00 towards the purchase of the fans and necessary installation equipment. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

T.J. Rich, Quay County Detention Center Administration presented the quarterly report for the time period January, 2016 – March, 2016. A copy of said report is attached and made a part of these minutes.

Russell Shafer, Quay County Sheriff joined the meeting. Time noted 9:30 a.m.

Larry Moore, Quay County Road Superintendent, gave the following department report:

1. Moore presented bids based off the NM State Contract from Bob Turner Ford, Malloy Dodge and Reliable Chevrolet for new pickups for the Road Department. Moore said he was requesting permission to purchase four ¾ ton long wheel based 4x4 vehicles and also one crew cab diesel truck. Moore is still investigating some necessary options required for towing of the pick-ups and when he determines which vehicles have the front release option, he can make a decision. The total purchase price for all vehicles will be approximately \$177,000.00. Richard Primrose, County Manager informed the Commissioners there is currently \$300,000.00 budgeted for vehicle purchases. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to authorize Moore to move forward with the purchases. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".
2. The crews are still in the Nara Visa area finishing roads and have a few cattle guards to install.
3. The Department is busy cleaning out ditches and preparing for the irrigation season.
4. Plateau is installing fiber optics near Kelly Boney's residence and assisted the Road Department with clearing out a low water crossing. Two culverts will be installed.
5. The John Deere tractor will be in the shop for repairs.

Chairman McCasland said he was contacted by Doyle Rush to close a road. McCasland requested Moore contact Mr. Rush and give him the details and requirements to do so.

Richard Primrose, Quay County Manager presented the following items for approval:

1. Memorandum of Understanding between NM Department of Health and Quay County for janitorial services at the Tucumcari Health Office. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the MOU as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye". A copy is attached and made a part of these minutes.
2. Requested to schedule a Special Meeting of the Board of Commissioners for Monday, May 16, 2016 at 9:00 a.m. to award the CDBG project being rebid. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to authorize scheduling of the meeting. MOTION carried with Cherry voting "aye", Dowell voting "aye", McCasland voting "aye".

Managers Correspondence:

1. Presented the monthly RPHCA report for March from the Quay County Family Health Center.
2. Provided a copy of the 2015 Payroll Audit conducted by the New Mexico County Insurance Authority Workers' Compensation Pool. One item was noted and will be reviewed.
3. Received a letter from the Department of Homeland Security and Emergency Management indicating Curtis Simpson, Quay County Emergency Manager had completed training and was the certified Floodplain Administrator for Quay County.
4. Distributed summary minutes of the Resilience in New Mexico Agriculture meeting held in Tucumcari on March 9, 2016.
5. Reminded Commissioners of Rawhide Events for the upcoming weekend.
6. The National Rifle Association will have their annual banquet Saturday, April 16, 2016.

7. The Mesalands Rodeo is scheduled for the weekend of April 22-23, 2016.
8. The next regular meeting of the Quay County Board of Commissioners is set for Friday, April 22, 2016.
9. Received an email today proclaiming this week, April 10-16 as National Volunteer Week. Primrose publically thanked all the volunteer firefighters in Quay County for their dedication.

Accounts Payable was presented for approval. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Chairman McCasland requested a break. Time noted 10:00 a.m. to 10:10 a.m.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 10:10 a.m.

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

Return to regular session. Time noted 10:40 a.m.

A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

John Dugger, Quay County Chief Deputy Treasurer, joined the meeting. Time noted 10:40 a.m.

Sharon Stover, NMAC President and Steve Kopelman, NMAC Executive Director joined the meeting. Time noted 10:45 a.m.

NMAC President Sharon Stover and the Executive Director for NMAC, Steve Kopelman, presented the Associations mission statements and resources available to Quay County. Items covered and discussed included the following:

- Organizational Charts within the Association
- NMAC Policies
- Committee and Task Forces
- 2016 Legislative Items of Interest
- Insurance Pools
- Available Resources

Stover asked the Commissioners for items of concern the NMAC could help address. The following items were noted as concerns from Commissioners and employees of the County:

- Unfunded Mandates

- Costs associated with Detention Centers
- Decreased hospital funding
- Local lack of OB/GYN services and associated issues including the high infant mortality rate in Quay County
- Difficulties recruiting and keeping physicians in rural areas
- Endangered species regulations that affect renewable energy progression
- Difficulty with smaller counties receiving equal attention as larger ones do
- Federal Map 21 funding not covering bridge repair with Quay County needing significant repairs to two bridges on Historic Route 66

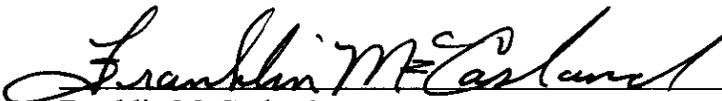
Chairman McCasland thanked Stover and Kopelman for attending today and also for hosting the Regional Meetings. He stated the meeting he attended in Clovis last month was very well attended and provided substantial information.

Other Quay County 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 Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:30 a.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

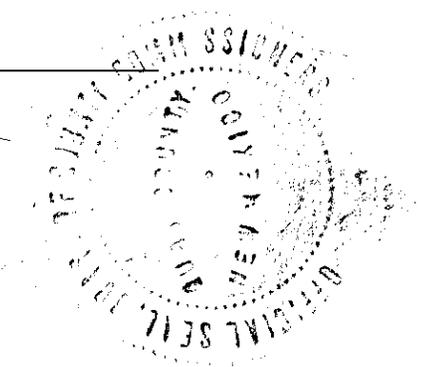

 Franklin McCasland

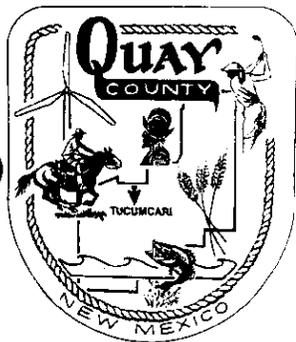

 Sue Dowell


 Mike Cherry

ATTEST:


 Veronica Marez, County Clerk
 Ellen L. White, Chief Deputy





Quay County Detention Center

223 W. High Street
P.O. Box 1321
Tucumcari, NM 88401
Phone: (575) 461-4664
Fax: (575) 461-0139

Quarterly Report

Commission Meeting

Date: 04/11/2016

3rd Quarter 01/01/2016 thru 03/31/2016

QCDC ADULT DETENTION

Total number of Adults confined: 227

Total number of days Adults were held: 14,056 days

Average Daily Adult Population: 45 inmates

Average length of stay: 62.00 days

Inmates Booked into the Facility: 186 Inmates

Inmates Released From the Facility: 184 Inmates

Committed by Agency:

Adult Probation and Parole: 7

De Baca County: 0

Dept. Of Motor Transportation: 2

Guadalupe County: 0

Harding County: 0

Logan Police Dept.: 5

New Mexico State Police: 34

New Mexico State Parks: 0

Other: 5

Quay County Sheriff's Office: 51

Tucumcari Police Dept: 124

Incidents for the Quarter: 172 Total

Today's Population Adult Total: _____ Male _____ Female _____

QCJDC JUVENILE DETENTION

Total number of Juveniles confined: 7

Total number of days Juveniles were held: 30 days

Cost for Housing Juveniles Out of County: \$6,000.00

Today's Population in Juvenile Total: 3 Out of County

Juvenile Ankle Monitor Program

Juveniles on for the quarter: 2

Total Cost for the quarter: \$112.00

Cost if in custody for the quarter: \$7,000.00

Savings of: \$6,888.00

Adult Ankle Monitor Program

Adults monitored for quarter: 11

Amount billed for service: \$4,158.00

County Cost: \$1900.80

Revenue of: \$2,257.20

Don "TJ" Rich, Administrator
Lt. Chris Birch, Assistant Administrator

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. Wash all windows inside and outside including front and back entrances.
11. Wipe and clean all chairs as needed.
12. Vacuum air conditioner ducts and vents.
13. Wax and buff all floors two times a year and buff as needed.
14. 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.
15. 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 2017 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, MILESTONES, 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. SUSPENSION AND DEBARMENT

CHOICE #1- if federal funds ARE being used include the following language: [Each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.]

CHOICE #2 — if NO Federal Funds then use the following language: [Reserved],

9. 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.

10. 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.

11. 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.

12. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2017** 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

By: _____
Authorized Signature Designee

Date: _____

Entity

By: *Franklin M. [Signature]*

Date: 4/11/14

CERTIFIED FOR LEGAL SUFFICIENCY:

By: _____
Department of Health
Assistant General Counsel

By: _____

Date: _____

Date: _____