



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  
MAY 9, 2016

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

Pledge of Allegiance

Approval of Minutes-Regular Session April 22, 2015

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. **Robert Abercrombie, Quay County Resident**  
Request Approval of Letter to Rachel Armstrong, NRCS
- II. **Vic Baum, Quay County Assessor**
  - Presentation of **Annual Report**
- III. **Russell Shafer, Quay County Sheriff**
  - Presentation of **Sheriff's Report**
- IV. **Ellen White, Deputy County Clerk**
  - Presentation of **Clerk's Office Report**
- V. **Patsy Gresham, Quay County Treasurer**
  - Presentation of **Treasurer's Report**
- VI. **T.J. Rich, QCDC Administrator**
  - Request Approval of **Agreement to Facilitate Video Arraignment**
  - Request Approval of **Agreement to House Inmates - Lea County**
- VII. **Larry Moore, Quay County Road Superintendent**
  - **Road Update**



DOC #CM-00392

05/24/2016 09:57 AM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found) Pages 41  
Quay County, NM Veronica Marez, County Clerk



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

- Request Approval of **FY2016-2017 Eastern Plain Council of Governments (EPCOG) Agreement - Appoint Designated Representative & Alternate**
- Request Approval of **Budget Adjustment Resolution 29 for Wildlife Services**
- Request Approval of **FY16 Audit Contract**
- Request Approval of **DWI Grant Agreement Amendments No. 2 for Project 16-D-J-G-21**
- Request Approval to **Sponsor The Logan Bass Club**
- **Correspondence**

**IX. Request Approval of Accounts Payable**

**X. Becky Wallace, Quay County Family Health Center Administrator  
Cheri Nipp, PMS Central Region Director**

- Request Approval of **FY 2016-2017 RPHCA Narrative Action Plan**

**XI. 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

**XII. 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**

**May 9, 2016**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9<sup>th</sup> day of May 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  
Sue Dowell, Member  
Ellen L. White, Chief Deputy County Clerk  
Richard Primrose, County Manager

**MEMBERS ABSENT:**

Mike Cherry

**OTHERS PRESENT:**

Larry Moore, Quay County Road Superintendent  
Donald Adams, Quay County Fire Marshall  
Russell Braziel, KTNM/KQAY Radio Station  
Cheryl Simpson, Quay County Manager's Office  
Thomas Garcia, Quay County Sun  
Patsy Gresham, Quay County Treasurer  
Russell Shafer, Quay County Sheriff  
Becky Wallace, Presbyterian Medical Services Administrator  
Doyle Frasier, District 1 Commissioner Candidate  
Daniel Garcia, District 1 Commissioner Candidate  
Vic Baum, Quay County Assessor  
Janie Hoffman, Quay County Chief Deputy Assessor

Chairman Franklin McCasland called the meeting to order. Sheriff Shafer led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve the minutes from the April 22, 2016 regular session as printed. MOTION carried with McCasland voting "aye", and Dowell "aye".

A MOTION was made by Sue Dowell SECONDED by Franklin McCasland to delete Item No. 3, Russell Shafer from the agenda and to move Item No. 10, Quay County Family Health Center up in the agenda with the arrival of the presenters. With no further amendments the MOTION carried with Dowell voting "aye", McCasland voting "aye".

**PUBLIC COMMENTS:**

Daniel Garcia, Candidate for District 1 Commissioner urged the Commissioners to change voting from "at-large" for Commissioners to single member elected districts.

**ONGOING BUSINESS: NONE**

**NEW BUSINESS:**

Richard Primrose presented a request from Robert Abercrombie asking the Commissioners to submit a letter of support to Rachel Armstrong of the NRCS Office. Abercrombie would like the Commissioners to show their support of the Caprock Solar Project. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve sending the letter. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.

Cheri Nipp, PMS Central Region Director joined the meeting. Time noted 9:05 a.m.

Vic Baum presented the 2016 Valuations. A copy of the report is attached and made a part of these minutes.

Becky Wallace, Presbyterian Medical Services Administrator and Cheri Nipp, PMS Central Region Director requested approval of the 2016-2017 RPHCA Narrative Action Plan. Nipp stated they are expecting a 10% decrease in funding but will get the exact dollar amount in July.

Wallace stated they are continuing to work with the Veterans Administration enabling local veterans to have access to some medical services in Quay County. They will be doing some outreach regarding this. Wallace said with the help of Chairman McCasland, services are now available at the Hospital as well.

Commissioner Dowell asked how the progress was going to provide Obstetrics for the women in Quay County. Wallace said they have a signed collaboration agreement with the Women's Medical Clinic in Clovis. They are coordinating prenatal care with patients from our area and the Clinic. The agreement is very specific with what visits must be made in Clovis and what the Clinic here can provide. The opportunity to be seen locally is a choice the patients must make. They can be seen in Clovis for all their appointments or chose to be seen here locally based off the requirements in the agreement.

Cheri Nipp stated there has been misconceived information regarding prenatal care locally. Nipp stated Presbyterian Medical Services has always had in their scope of services to provide prenatal care. Beginning with the first trimester and often into the second trimester, most visits can be made locally depending on the Primary Medical Provider. Nipp said the services are available but they can't force the women to use their services.

Dowell stated this information needs to be communicated better to the public. Dowell said information can't be just given once and our citizens remember it. Dowell said it's a big concern and the public needs to be better informed.

Chairman McCasland stated during the next Guidance Council meeting, outreach should be a topic.

A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve the Action Plan for FY 2017. MOTION carried with Dowell voting "aye" and McCasland voting "aye".

Veronica Marez, Quay County Clerk joined the meeting. Time noted 9:15 a.m.

Ellen White, Quay County Chief Deputy Clerk presented information regarding the following topics.

1. Residency requirements for voters and candidates.
2. Regulations for County Clerk Offices to remove voters from the statewide data base.
3. The National Change of Address Mailing and purge procedures.
4. Voter identification at polling locations.
5. Voter statistics.
6. Important Election Dates.
7. Campaign laws regarding the courthouse being an Early Vote Site.

Commissioner Dowell stated she has voiced her concerns regarding the voter lists and labels she purchased from the Quay County Clerk. Dowell said she purchased roughly 2130 labels and had 78 addresses repeated that she found before doing her mailings. Dowell also said she received 299 pieces of mail back as undeliverable. The cost of the card and postage shows a waste of her money totaling \$354.38. Dowell said this was the biggest expense of her campaign. Dowell said she intends to work on this problem for all candidates in New Mexico. Dowell said if this is a statewide problem, something needs to be changed. Dowell said when things don't work well, they need fixed stating the Clerk's Office in Quay County needs to proof read the labels and remove the ones that are duplicates. Dowell said she spoke to a State Representative regarding this problem who also stated when he had to purchase a list he also had waste.

Janie Hoffman, Chief Deputy Assessor said return mail is a huge problem and waste for all offices in the County. Hoffman said it's apparent the residents don't have an urgency to change their mailing addresses and notify all the offices as is evident by the hundreds of notices of values they get returned to the Assessor's Office every year.

Commissioner Dowell said then that process also needs to be improved if they are getting back undeliverable mail. Chairman McCasland stated laws would have to be changed to free the hands of the Elected Officials.

Dowell said if the people holding County Offices continue to say the process can't be improved then solutions need to be found. Dowell suggested the candidates should be able to receive a free list of their choice when filing for office for the \$50.00 filing fee they are already being charged. Dowell said perhaps that needs to be included in State Statutes.

Patsy Gresham, Quay County Treasurer provided a report of the Treasurer's Office. Gresham said taxes collected to date are about 78% of what was billed. Gresham reported the Tyler Eagle Software conversion is underway with the Assessor's Office training to begin in October with the Treasurer's to

begin in January. Lastly, Gresham stated she had renewed 3 CD's this month and will make that report in detail at the next Board of Finance meeting.

T.J. Rich, Quay County Detention Center Administrator joined the meeting. Time noted 9:30 a.m.

T.J. Rich, Quay County Detention Center Administrator presented the following items for approval:

1. Agreement to Facilitate Video Arraignments between Quay County and the Administrative Office of the Courts (AOC). A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve said Agreement. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached.
2. Agreement to House Inmates between Quay County and Lea County. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve said Agreement. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached.

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

1. Received a letter from District 4 Engineer, John Herrera that he will be conducting a road certification for Quay County. Herrera has sent a list of roads to be verified which is attached to these minutes. Herrera will be in Quay County the week of May 16.
2. The Rock Island Street project for Sally Baker is complete with the installation of two culverts, reflectors and opening of the ditch for drainage.
3. Crews are hauling mesquite and dirt on the Quay Road 64 project. (Ashcraft) The dirt will be stored at the Road Barn and used on future projects.
4. Cattle guards are being installed on Quay Road R.
5. Millings from the State are pending final approval. Moore is hoping to receive notification by the end of May.
6. The rebidding process for the CDBG project of Quay Road 63 is underway with the bids to be opened at 2:30 p.m. tomorrow in Commission Chambers. The bids will be reviewed by the Engineer on the 13<sup>th</sup> of May. Recommendations from the Engineer will be presented at the Special Commission Meeting set for Monday, May 16.
7. Presented the blade report.
8. Spoke to Ronald Mackechnie regarding Quay Roads 44, 45 and 46 as Chairman McCasland requested. Moore stated the problems had been resolved and the bladed areas were correct.
9. Moore has called Doyle Rush regarding his concerns and Rush has not called him back yet.
10. The project start date for Quay Road 63 is set for May 16 with the completion of paperwork to be submitted by August 19.

Commissioner Dowell asked if Moore has had time to look at Phil Runyan's road. Moore stated he has looked but no work has been scheduled. Moore said the CDBG project along with several others have to be completed first and Mr. Runyan understood that.

Commissioner Dowell said she spoke to John Cammack regarding a road closure request. Dowell said she asked Primrose to send Mr. Cammack the requirements and paperwork to begin the closure.

Dowell also stated Van Robertson has a caliche pit in Union County but is willing to allow Quay County to haul from that pit.

Dowell said she received a call from Charlotte Stull in Nara Visa regarding trees on King Street, the Highway south of her residence has a four foot hole, ditches need attention and Main Street has some issues.

Chairman McCasland requested a break. Time noted 9:55 a.m. to 10:00 a.m.

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

1. Requested approval of the Participation Agreement between Quay County and Eastern Plains Council of Governments. Primrose also stated the Commissioners need to appoint their voting delegate and alternate at this time. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to appoint Richard Primrose as the voting delegate with Mike Cherry as the alternate and to approve the Agreement as presented. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.
2. Presented Resolution No. 29; Authorization of Budgetary Increase to Wildlife Services Fund 639 for approval. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve said Resolution. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached.
3. Presented the Audit Contract between Quay County and Kubiak Melton & Associates LLC for approval. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve the Contract. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached.
4. Requested approval of the DWI Grant Agreement Amendment No. 2. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve the Amendment. MOTION carried with Dowell voting "aye" and McCasland voting "aye". A copy is attached.
5. Received a letter from the Logan Bass Club requesting a donation for the 2016 Fireworks Display at Logan. The Commissioners instructed Primrose to find out if the Logan Bass Club has a 501c3 non-profit status. A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to table action on this request. MOTION carried with Dowell voting "aye" and McCasland voting "aye".

#### MANAGER'S CORRESPONDENCE:

1. Received a letter of gratitude from Karen Alarcon and Russell Braziel for the donation to Tucumcari Rawhide Days.
2. Distributed a copy of a Discharge Permit Application submitted to the NM Environment Department.
3. Informed the Commissioners of a Public Information Meeting to be conducted by the NM Department of Transportation regarding the US 54 Corridor project. The meeting will be held May 10<sup>th</sup> at 5:30 p.m. at Tucumcari City Hall.
4. A retirement reception is scheduled for May 25<sup>th</sup> from 3:00 p.m. to 5:00 p.m. in the District Court Room for Diane Ulibarri, retiring Clerk of the 10<sup>th</sup> Judicial District.

5. Distributed a Memo from the New Mexico Association of Counties regarding the Priority Health Care Issues for the Legislative Advocacy.
6. Reported the American Health Forum will have meeting on May 17<sup>th</sup> at the Convention Center.
7. A Budget Workshop has been scheduled for May 11<sup>th</sup> at 1:00 p.m. in the Commission Chambers.

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

A MOTION was made by Sue Dowell SECONDED by Franklin McCasland, 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 McCasland voting "aye" and Dowell voting "aye".

Time noted 10:15 a.m.

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

Return to regular session. Time noted 10:35 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 Dowell voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners:

Chairman McCasland voiced his displeasure with the State decreasing the DWI funding by 25% for the upcoming fiscal year. McCasland asked if it was possible to find out what other Counties had received notice their funds would be decreased and if any of the others had an increase? McCasland said it appeared the bulk of funding went to larger communities and would like to know how that funding is determined.

Primrose said he spoke to Representative Roch regarding this issue as well as the fact the 911 equipment upgrades scheduled for this year have also been postponed for a year due to lack of funding.

Commissioner Dowell said these exact concerns regarding the lack of attention to small Counties were presented to the NMAC Director when he visited Quay County last month.

Primrose also said it has been suggested by the State that all Counties begin imposing the maximum fee for DWI probation. At the current time, Quay County charges \$30.00 a month and the maximum allowed is \$50.00. It was reported Quay County collects about 85% of these fees. McCasland said losing the fees if they don't pay is cheaper than incarcerating the individual.

McCasland stated he believes Counties will be forced to drop out of the DWI Programs. Primrose said the State already has adult and juvenile probation programs in place. Without the local County DWI Programs, the only consequences for violators will be release of the person or jail time. Primrose said

the State Probation Programs have already said they won't be picking up the slack of the DWI Programs.

Commissioner Dowell asked what implications this cut will have on our local programs. Primrose stated that Bryan Rinestine has requested to become a part time employee at 20 hours a week and Andrea Shafer will be on duty when Rinestine is not in the office at a much lower rate of employment. Susan Lease will continue to be funded through the Grant in place. With the reduction in salary of Rinestine, funds will be utilized to compensate any shortfall there as well. Dowell asked if Shafer has the necessary qualifications to hold that position. Primrose said she is currently in training and will be attending all future trainings and certifications as made possible through the State.

Chairman McCasland and Commissioner Dowell asked Primrose to request a breakdown of the other New Mexico Counties regarding this funding and report back at the next meeting.

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to adjourn. MOTION carried with McCasland voting "aye" and Dowell voting "aye". Time noted 10:45 a.m.

Respectfully submitted by Ellen White, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



*Franklin McCasland*  
Franklin McCasland

*Sue Dowell*  
Sue Dowell

*Mike Cherry*  
Mike Cherry

ATTEST:

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



## QUAY COUNTY GOVERNMENT

300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

May 9, 2016

NRCS Service Center Office  
Attn: Rachel Armstrong, District Conservationist  
706 S 1<sup>st</sup> Street  
Tucumcari NM 88401-2715

Dear Ms. Armstrong:

The Quay County Commission has been asked by Robert Abercrombie, a Quay County resident, to send you a letter discussing the advantages the county receives from the Caprock Solar Project.

The Caprock Solar Project is the third renewable project Quay County has approved within the county. These projects generate revenue within the county for construction costs including material, wages and other purchases from local businesses.

We have seen this during the construction of the two wind turbine project in Quay County and also anticipate the same will be for the current solar project.

Quay County has also negotiated a PILOT (payment in lieu of taxes) the county will receive for the length of the IRB's. This PILOT will help support the services the county provides to their citizens.

The Quay County Commission has passed Ordinance No. 50 to issue and sale the industrial revenue bonds for Caprock Solar I LLC and Caprock Solar 2 LLC. An IRB is the leading economic development tool in New Mexico. The Commission fully supports these projects and look forward to seeing them completed.

If you have any questions, feel free to call me at 575-461-2112.

Sincerely,

### BOARD OF QUAY COUNTY COMMISSIONERS

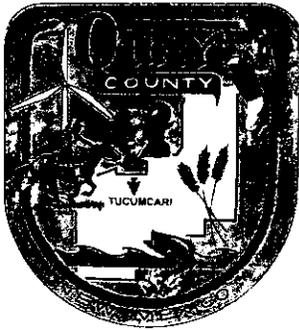
Franklin McCasland, Chairman

Sue Dowell, Member

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Mike Cherry, Member

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# Quay County Road Department

1301 E. Center Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461 -3577  
Fax: (575) 461 -6165

E-Mail Address: [larry.moore@quaycounty-nm.gov](mailto:larry.moore@quaycounty-nm.gov)

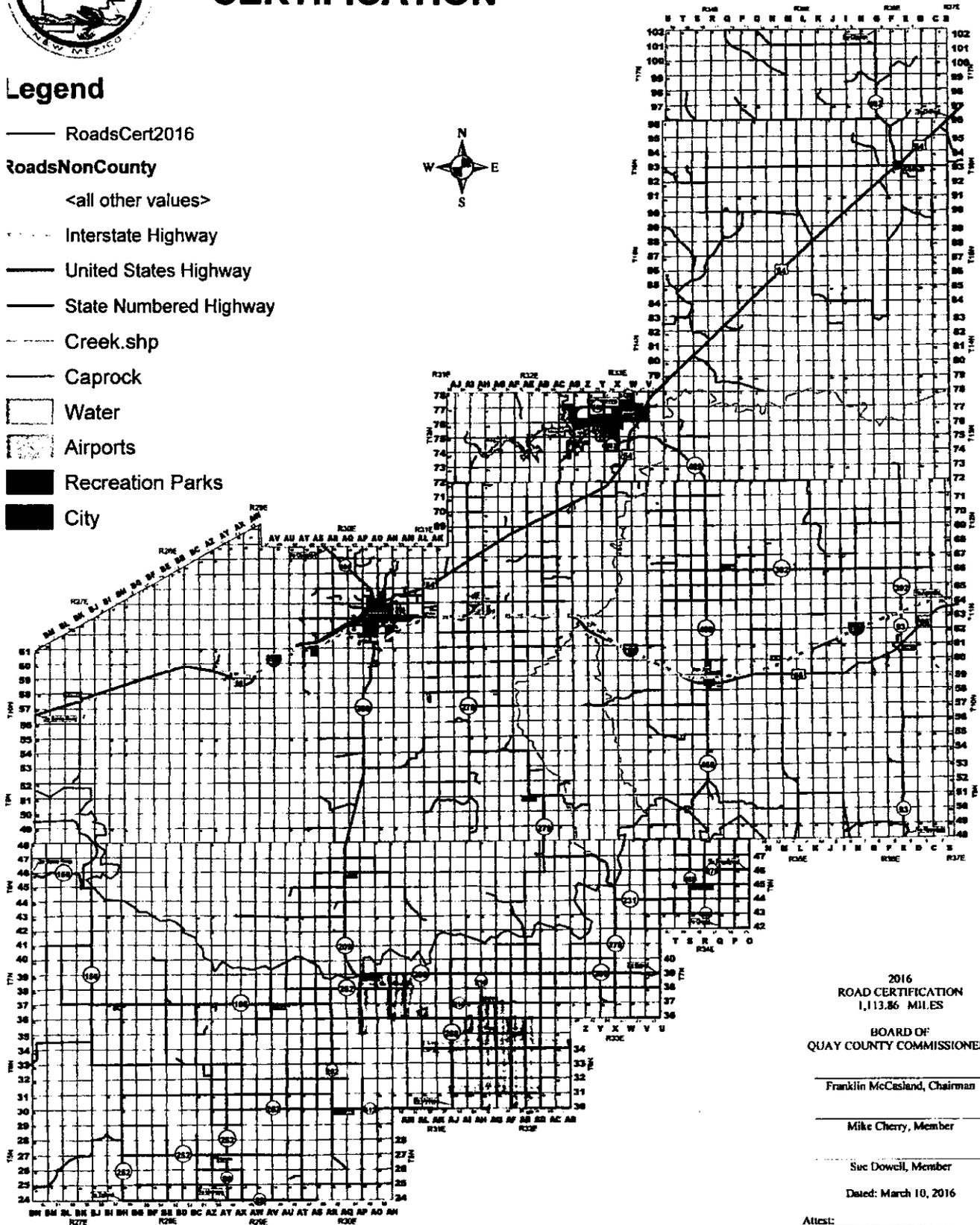
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QR 38	Blocks 3800-4100	3.00
QR AO	Blocks 3800-3900	1.00
QR AN	Blocks 3600-3900	3.00
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QR AL	Blocks 3600-3650	.44
QR AI	Blocks 3522-3600	.78
QR AH	Blocks 3000-3700	7.00
QR 31	Blocks 2900-3500	6.00
QR AE	Blocks 3000-3600	6.00
QR AF	Blocks 3000-3600	6.00
QR 35	Blocks 3000-3100	1.00
QR 34	Blocks 2700-3675	9.75
QR AG	Blocks 3100-3700	6.10
QR 35	Blocks 3200-3300	1.02
<b>Total Miles:</b>		<b>57.19</b>



# 2016 QUAY COUNTY ROAD CERTIFICATION

## Legend

- RoadsCert2016
- RoadsNonCounty
- <all other values>
- Interstate Highway
- United States Highway
- State Numbered Highway
- Creek.shp
- Caprock
- Water
- Airports
- Recreation Parks
- City



2016  
ROAD CERTIFICATION  
1,113.86 MILES

BOARD OF  
QUAY COUNTY COMMISSIONERS

Franklin McCasland, Chairman

Mike Cherry, Member

Sue Dowell, Member

Dated: March 10, 2016

Attest:  
Veronica Marcz, County Cler

0 3 6 12 Miles

This map is published and distributed by the Quay County Office. It is not responsible for errors or omissions. The Board of Commissioners is not responsible for any errors or omissions. It is published at the discretion of the County Clerk.

RESOLUTION AND AGREEMENT  
OF  
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS  
OF THE  
EASTERN PLAINS COUNCIL OF GOVERNMENTS  
FOR FISCAL YEAR 2016-2017

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

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

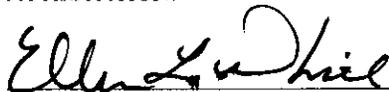
- a. Implement the work program as established by the EPCOG Board of Directors for the 2016-2017 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

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

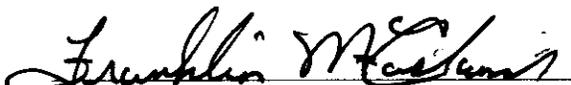
- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2016 and ending June 30, 2017.
- c. The MEMBER hereby appoints Richard Primrose as their designated representative and Mike Cherry as alternate.

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

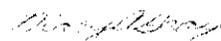
ATTESTATION:

  
Clerk or other Authorized Official

MEMBER GOVERNMENT

  
Signature of Authorized Official

ATTESTATION:

  
Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS

  
Executive Director

**QUAY COUNTY  
FISCAL YEAR 2015-2016  
RESOLUTION No. 29**

Authorization of Budgetary Increase to **Wildlife Services Fund 639**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on May 9, 2016 the following was among the proceedings;

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

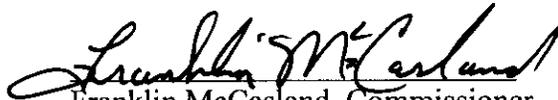
**State Fund 218  
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
<b>639-12-45030 Professional Services</b>	<b>\$4000.00</b>	

**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **FY16 Donations Collected to be expended**

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

DONE at Tucumcari, County of Quay, New Mexico this 9<sup>th</sup> day of May, 2016.

  
Franklin McCasland, Commissioner

  
Sue Dowell, Commissioner

ATTEST:

\_\_\_\_\_  
Mike Cherry, Commissioner

  
Veronica Marez, County Clerk  


# STATE OF NEW MEXICO AUDIT CONTRACT

(Counties)

## Quay County

hereinafter referred to as the "Agency," and

## Kubiak Melton & Associates LLC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, NMAC Section 2.2.2.1 et seq., Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to NMAC Section 2.2.2.8, and whether the Contractor is eligible to enter into this Contract despite the restriction.

### 1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the following applicable statements and schedules of the Agency for Fiscal Year 2016:
1. Basic Financial Statements consisting of the government-wide financial statements, fund financial statements, budgetary comparison statements for the general fund and major special revenue funds (GASB 34, footnote 53), and the notes to the financial statements;
  2. Required supplemental information (RSI), if applicable, consisting of budgetary comparison schedules for the general fund and major special revenue fund data presented on a fund, organization, or program structure basis because the budgetary information is not available on the GAAP fund structure basis for those funds (*GASB Statement No. 41, Budgetary Comparison Schedules- Perspective Differences an amendment of GASB Statement No. 34*) must be audited and included in the auditor's opinion (AAG-SLV 15.65);
  3. Supplemental Information (SI) that must be audited and included in the auditor's opinion (AAG-SLV 15.65), if applicable, consisting of:
    - a. Component unit fund financial statements and related combining statements (if there are no separately issued financial statements on the component unit per AAG-SLV 3.22);
    - b. Combining financial statements;
    - c. Individual fund budget comparison statements for remaining funds that have an adopted budget, including proprietary funds, that did not appear as basic financial statement budget comparisons for the general fund, major special revenue funds or as RSI as described above; and
    - d. Remaining supplemental information on schedules as required by NMAC Section 2.2.2.10.A(2)(f).
- B. The contractor shall apply certain limited procedures to the following required supplemental information (RSI), if applicable, and report deficiencies in or the omission of required information in accordance with the requirements of AU-C 730.05 to 730.09:
1. The Management Discussion and Analysis (MD&A);
  2. RSI data required by Statements 25, 27, 43, 45, 67 and 78 regarding pension plans and post-employment healthcare plans administered by defined benefit pension plans; and
  3. Schedules derived from asset management systems (GASB 34, paragraphs 132 to 133).

C. The audit shall be conducted in accordance with auditing standards generally accepted in the United States of America, *Government*

*Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and Requirements for Contracting and Conducting Governmental Audits (NMAC Section 2.2.2.1, et seq.).*

## 2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the following documents to the State Auditor on or before **November 1, 2016** and in accordance with NMAC Section 2.2.2.9:
1. an organized, bound and paginated hard copy of the Agency's audit report for review;
  2. a copy of the signed management representation letter provided to the IPA by the Agency as required by AU-C580; and
  3. a copy of the completed State Auditor Report Review Guide available at [www.osanm.org](http://www.osanm.org);
- B. Reports postmarked by the Agency's due date will be considered received by the due date for purposes of NMAC Section 2.2.2.9. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with NMAC Section 2.2.2.13. If the State Auditor does not receive copies of the management representation letter, and the completed Report Review Guide with the audit report or prior to submittal of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor. The notification shall include an explanation regarding why the audit report will be late, when the IPA expects to submit the report and a concurring signature by the Agency. The State Auditor shall also notify the Agency's oversight agency, but confidential information shall be omitted from that notification.
- D. Pursuant to NMAC Section 2.2.2.8, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to NMAC Section 2.2.2.13, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days from the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor with **TWO** copies of the report, an electronic version of the audit report, in PDF format and the electronic copy of the Excel version of the Summary of Findings Form, the Vendor Schedule, and the Fund Balances. After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **5** copies of the audit report to the Agency. The Agency or IPA shall ensure that every member of the Agency's governing authority shall receive a copy of the report.
- F. The Agency, upon delivery of its audit report, shall submit to the Federal Audit Clearinghouse (FAC) the completed dated collection form and the reporting package described in § 200.512 of Uniform Guidance for Federal Awards. The submission is required to be made within 30 calendar days of receipt of the auditor's report, or nine months after the end of the audit period.

## 3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract, including New Mexico gross receipts tax and expenses, shall not exceed **\$32,100.00**.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. In accordance with Section 12-6-14(A), NMSA 1978, and NMAC Section 2.2.2.8, Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
(1) Financial statement audit	<b>\$23,495.00</b>
(2) Federal single audit	<b>\$0.00</b>
(3) Financial statement preparation	<b>\$6,505.00</b>
(4) Other nonaudit services, such as depreciation schedule updates	<b>\$0.00</b>
(5) Other (i.e., component units, specifically identified)	<b>\$0.00</b>

Gross Receipts Tax = **\$2,100.00**

Total Compensation = **\$32,100.00**

- D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. Pursuant to Section 12-6-14, NMSA 1978 and NMAC Section 2.2.2.8, the State Auditor may authorize progress payments to the Contractor by the Agency; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. Progress payments up to 70% do not require State Auditor approval, provided that the Agency certifies receipt of services. The Agency must monitor audit progress and make progress payments only up to the percentage that the audit is completed prior to making such payment. Progress payments of 70% or more but less than or equal to 90% require State Auditor approval after being approved by the Agency. If requested by the State Auditor, the Agency shall provide a copy of the approved progress billings. The State Auditor may allow only the first 50% of progress payments to be made without State Auditor approval if the Contractor's previous audits were submitted after the due date. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(F). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to NMAC Section 2.2.2.8, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. **SUBCONTRACTING**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to NMAC Section 2.2.2.8, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the Office from entering into such a contract.

9. **RECORDS**

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

#### 10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

#### 11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

#### 12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor.

#### 13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, et seq., NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

#### 14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards 2011 Revision*, issued by the Comptroller General of the United States, and NMAC Section 2.2.2.8. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

#### 15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

#### 16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to NMAC Section 2.2.2.8, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). **The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.**

#### 17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

#### 18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

#### 19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

**20. PENALTIES FOR VIOLATION OF LAW**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**21. EQUAL OPPORTUNITY COMPLIANCE**

The Contractor shall abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap or serious medical condition, spousal affiliation, sexual orientation or gender identity be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

**22. WORKING PAPERS**

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A9 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

**23. DESIGNATED ON-SITE STAFF**

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is **Daniel O. Trujillo**. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

**24. INVALID TERM OR CONDITION**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

**25. OTHER PROVISIONS**

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCY

CONTRACTOR

Quay County

Kubiak Melton & Associates LLC

PRINTED NAME: Franklin McCooland

PRINTED NAME: \_\_\_\_\_

SIGNATURE: Franklin McCooland

SIGNATURE: \_\_\_\_\_

TITLE: Chairman

TITLE: \_\_\_\_\_

DATE: 5-9-16

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



State Auditor Contract No. 16 - 5020

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
DWI GRANT PROGRAM  
GRANT AGREEMENT AMENDMENT NO. 2

Grant No. 16-D-J-G-21

THIS AMENDMENT, hereinafter referred to as the "Amendment", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 203, Santa Fe, New Mexico, 87501, referred to as the "Division", and Quay County, referred to as the "Grantee", as of the date this Amendment is executed by the Division.

WHEREAS, on April 28, 2015, the DWI Grant Council awarded the Grantee \$17,264.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

WHEREAS, the Grantee and the Division entered into a grant agreement ("Grant Agreement"), effective July 1, 2015, in the amount of \$17,264.00 to administer the Project.; and

WHEREAS, on October 20, 2015, the DWI Grant Council awarded the Grantee \$27,410.00 of Fiscal Year 2015 reverted distribution and/or additional grant funds to supplement the Grant Agreement evidenced by Amendment No. 1 effective **December 2<sup>nd</sup>, 2015**; and

WHEREAS, the Grantee has requested an adjustment to the budget for the Project, to account for the decreasing need of Contractual Services, as follows: decreasing Contractual Services category by \$1,583.40 (revising from \$9,500.00 to \$7,916.60), increasing Personnel Services category by \$1,187.55 (revising from \$26,650.00 to \$27,837.55), increasing Employee Benefits category by \$395.85 (revising from \$8,478.00 to \$8,873.85); and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the additional funds will be made available to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained in this Amendment, and other good and valuable consideration, the receipt of which is acknowledged, the parties mutually agree to amend the Grant Agreement as follows:

1. Exhibit "C" of the Grant Agreement is replaced in its entirety with the Exhibit "C" attached to this Amendment.
2. Exhibit "C-1" of the Grant Agreement is replaced in its entirety with the Exhibit "C-1" attached to this Amendment.
3. Exhibit "D" of the Grant Agreement is replaced in its entirety with the Exhibit "D" attached to this Amendment.

4. Exhibit "D-1" of the Grant Agreement is replaced in its entirety with the Exhibit "D-1" attached to this Amendment.

5. Article VII – Retention of Records is amended to read in its entirety as follows:

"The Grantee shall keep records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which the funds were used, the amount and nature of all contributions from other sources, and other records as the Division shall prescribe. The records shall be preserved for a period of not less than seven years following completion of all the conditions of this Grant Agreement."

6. All other provisions of the Grant Agreement not amended in this document remain in full force and effect.

**[Remainder of page intentionally left blank.]**



Local DWI Grant Fund  
Revenue/Expenditure Summary

Applicant/Grantee

Quay County

Total Grant Funds

\$44,674.00

Project No.: 16-D-J-G-21 Amendment #2

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
Local DWI Program Grant	Personnel Services			0.00
Program Generated Fees	Employee Benefits			0.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
County	Operating Expenses			0.00
City				
Judicial/Courts				
Other (list):	Personnel Services	27,837.55		27,837.55
	Employee Benefits	8,873.85		8,873.85
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies	46.00	4,469.00	4,515.00
	Operating Costs			0.00
	Contractual Services	7,916.60		7,916.60
	Minor Equipment			0.00
	Capital Outlay*			0.00
<b>TOTAL REVENUES</b>	<b>TOTAL EXPENDITURES</b>	<b>44,674.00</b>	<b>4,469.00</b>	<b>49,143.00</b>

(\*) Capital Outlay cannot exceed 10%  
10% = 4,467.40

LOCAL DWI GRANT PROGRAM  
Request For Payment/Financial Status Report

**Grant Expenditures:**

Prevention Enforcement Screening	<u>Budget</u>
	26,764.00
Domestic Violence Treatment: Outpatient/Jailbased Compliance Monitoring/Tracking Coordination, Planning & Evaluation Alternative Sentencing	
	17,910.00
<b>Totals:</b>	<u>44,674.00</u>

ck 44,674.00

Quay County  
P.O. Box 1246  
Tucumcari, N.M. 88401  
(575) 461-2112  
16-D-J-G-21 Amendment #2

**In-Kind/Match Expenditures:**

Prevention Enforcement Screening	<u>Budget</u>
	2,677.00
Domestic Violence Treatment: Outpatient/Jailbased Compliance Monitoring/Tracking Coordination, Planning & Evaluation Alternative Sentencing	
	1,792.00
<b>Totals:</b>	<u>4,469.00</u>

ck 4,469.00

EXHIBIT C(1)

Tot. Bud. Expd: 49,143.00 ck 49,143.00

**LOCAL DWI GRANT PROGRAM**  
Request For Payment/Financial Status Report

Payment Request No.: 1

**I. A. Grantee:** Quay County  
**B. Address:** P.O. Box 1246  
 Tucuman, N.M. 88401

**C. Telephone No.:** (575) 461-2112  
**D. Grant No.:** 16-D-J-G-21 Amendment #2

**ii. Payment Computation:**  
**A. Grant Award:** \$44,674.00  
**B. Funds Received To Date:** \$0.00  
**C. Amount Requested This Payment:** \$0.00  
**D. Grant Balances:** \$44,674.00  
**III. Report Period Ending:** 30-Sep-15

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request		
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
<b>ADMINISTRATIVE*</b>									
Personnel Services			0.00			0.00			0.00
Employee Benefits			0.00			0.00			0.00
Travel		0.00	0.00			0.00			0.00
Contractual Services		0.00	0.00			0.00			0.00
Operating Expenses			0.00			0.00			0.00
<b>PROGRAM</b>									
Personnel Services	27,837.55		27,837.55			0.00			0.00
Employee Benefits	8,873.85	0.00	8,873.85			0.00			0.00
Travel (In-State)			0.00			0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00			0.00			0.00
Supplies	48.00	4,469.00	4,515.00			0.00			0.00
Operating Costs			0.00			0.00			0.00
Contractual Services	7,916.60		7,916.60			0.00			0.00
Minor Equipment		0.00	0.00			0.00			0.00
Capital Outlay*	0.00	0.00	0.00			0.00			0.00
<b>TOTAL EXPENDITURES</b>	<b>44,674.00</b>	<b>4,469.00</b>	<b>49,143.00</b>			<b>0.00</b>			<b>0.00</b>

**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, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Tax ID No.: \_\_\_\_\_  
 Grantee Representative \_\_\_\_\_ Date \_\_\_\_\_  
 Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_  
 Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_

**LOCAL DWI GRANT PROGRAM**  
**Request for Payment/Financial Status Report**  
**Breakdown By Program Component Expenditures D(1)**

Exhibit D (1)

Grantee: Quincy County  
 Project No.: 16-D-1G-21 Amendment #2  
 Request No. 1

Total Grant Funds Requested This Request: 0.00  
 Total Matching Funds Reported This Request: 0.00  
 Total Expenditures Reported This Request: 0.00

**Grant Expenditures:**

	Budget	This Request	YTD
Prevention	26,764.00		0.00
Enforcement			0.00
Screening			0.00
Domestic Violence			0.00
Treatment: Outpatient/Jailbased			0.00
Compliance Monitoring/Tracking	17,910.00		0.00
Coordination, Planning & Evaluation			0.00
Alternative Sentencing			0.00
<b>Totals:</b>	<b>44,674.00</b>	<b>0.00</b>	<b>0.00</b>

**In-Kind/Match Expenditures:**

	Budget	This Request	YTD
Prevention	2,677.00		0.00
Enforcement			0.00
Screening			0.00
Domestic Violence			0.00
Treatment: Outpatient/Jailbased			0.00
Compliance Monitoring/Tracking	1,792.00		0.00
Coordination, Planning & Evaluation			0.00
Alternative Sentencing			0.00
<b>Totals:</b>	<b>4,469.00</b>	<b>0.00</b>	<b>0.00</b>

Total Expenditures This Reimbursement: 0.00  
 Total Expenditures Year to Date: 0.00

Check 0.00  
0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/documented in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

## **AGREEMENT TO FACILITATE VIDEO ARRAIGNMENT**

This Agreement is entered into effective July 1, 2016 (the Effective Date) by and between the Administrative Office of the Courts (the AOC) and Quay County, New Mexico (the County).

### **1. Definitions**

"Detention Facility" means the following facility:

Quay County Detention Center, 323 West High Street, Tucumcari, New Mexico

"Video Equipment" means the following equipment owned by the AOC:

- (1) Polycom VSX6000, serial number 82073307BD6DN6

"Associated Equipment" means the following equipment owned by the AOC:

- (1) 20" Sharp TV
- (1) Secure Cabinet
- (1) HP3030 Fax Machine
- (2) Cisco Router, serial number FTX0943W1SV

### **2. Purpose**

The AOC and the County desire to facilitate video arraignments between the Detention Facility and the Magistrate Court in Tucumcari, New Mexico (the Court), to promote public safety and the wise use of public funds while preserving justice and due process for persons accused of a criminal offense.

### **3. Designation of the County's Liaison**

The County designates Don (T.J.) Rich, Detention Center Administrator, 323 West High Street, Tucumcari, NM 88401; phone (575) 461-4664; fax (575) 461-0139; email [donald.richjr@quaycounty.nm.gov](mailto:donald.richjr@quaycounty.nm.gov); as its Liaison. The Liaison is the County's designated point of contact with the AOC. By way of example and not by way of limitation, the Liaison is responsible

for working with the AOC's Contact Officers, identified below, to coordinate scheduling, troubleshooting of technical problems, and use of facilities such as courtrooms or space in the Detention Center. Any notice required by this Agreement to be given to the County is sufficient if given to the Liaison. The County will notify the AOC in writing of any change in the identity of its Liaison by written notice to the AOC's Contact Officer as identified below. Such change is effective only upon receipt of notice by the AOC.

**4. Designation of the AOC's Contact Officer(s)**

The AOC designates Shawna Hochanadel, Video Network Operations Center Program Manager, Judicial Information Division, 2905 Rodeo Park Drive East, Bldg. 5, Santa Fe, New Mexico 87505, cell (505) 231-4594, fax (505) 476-6952, [shawna@nmcourts.gov](mailto:shawna@nmcourts.gov) as its Contact Officer. The County will direct its communications with the AOC to the Contact Officer. Any notice required by this Agreement to be given to the AOC is sufficient if given to the Contact Officer. The AOC will notify the County of any change in the identity of its Contact Officer by written notice to the Liaison. Such change is effective only upon receipt of notice by the County.

**5. The County's Use of AOC Staff Time**

The County may require assistance from AOC staff regarding training in the use of the Video Equipment or in the management of the County's equipment or network. AOC agrees to respond as quickly as reasonably possible in the event the County asks for assistance. AOC may determine that the County needs assistance, even if the County believes it does not. In that event AOC's decision in its sole and absolute discretion that the County does need assistance shall be final. The County agrees to cooperate with AOC staff if AOC determines the County requires assistance.

**6. Use of Video Equipment**

The County will not use the Video Equipment except for video arraignment between the Detention Facility and the Court, unless permission for additional use is given in writing by the AOC. The AOC may in its sole discretion enter into an agreement to allow another court or agency to use the Video Equipment. The AOC will notify the County in writing if it has so agreed, naming the court or agency which will be allowed to use the Video Equipment. The County agrees that it will cooperate with any other court or agency designated by the AOC as having permission to use the Video Equipment.

**7. Keys to the Video Equipment Cabinet**

The Video Equipment will be kept locked and secured in a cabinet to be furnished by the AOC, listed above as a part of Associated Equipment. Keys to the cabinet will be kept by the AOC Contact Officer, and the Chief Clerk at the Magistrate Court. All parties will take care that no unauthorized person has access to the key to the cabinet. If in the opinion of the AOC unqualified or unauthorized persons have had access to the cabinet, the AOC may demand that the key be returned. Alternatively, the AOC may in its sole discretion change the lock or locks on the cabinet and may deny a copy of the new key.

**8. Scheduling**

The Liaison shall cooperate with the Magistrate Court and the District Court to schedule use of the Video Equipment.

**9. Moving the Video Equipment**

The County will not move the Video Equipment or the cabinet in which the Video Equipment is kept without written permission from the AOC. The cost of moving either the Video Equipment or the Associated Equipment, after permission from the AOC, shall be borne by the County.

**10. Maintenance and Responsibility for Damage**

The County is responsible for returning the Video Equipment and the Associated Equipment in like, kind, and quality condition after use. If the damage incurred to either the Video Equipment or the Associated Equipment is not covered by the State Property Policy or by the AOC's maintenance agreement, the County shall repair or replace the damaged equipment, as the AOC may determine in its sole discretion to be necessary. The AOC will keep maintenance agreements in force on the Video Equipment and the Associated Equipment if such agreements are available for reasonable cost. If the damage is covered by the State Property Policy and the damage is the fault of the County, the County will pay the deductible, except in cases where the total cost of replacing the damaged equipment is less than the deductible, in which case the County will simply replace the damaged equipment. If the Contact Officer so directs, the County agrees to return damaged or broken equipment immediately with all associated cables and all associated accessories (such as a remote control) to the appropriate company. Additional toner/ink cartridge purchases must be provided by the detention center fiscal services.

**11. Cost for Telecommunication Network**

The County agrees to pay the installation cost and the monthly recurring cost of the telecommunication network. It is the County's responsibility to contract for this service, coordinating with the Contact Officer to ensure that the service for which it is contracting is the appropriate type of

service. If the County cancels its contract with the provider of the telecommunication network before it expires, the County is solely responsible for paying any associated penalty. If the County fails to timely renew its annual contract with the provider, resulting in higher month-to-month costs, such higher costs are the sole responsibility of the County.

**12. Telecommunications Network Troubleshooting**

If the telecommunications company is called to the Detention Center or to the Court for troubleshooting and the problem is due to negligence or misuse by the Detention Center staff or inmates at the Detention Center, the County is responsible for paying any fees charged by the telecommunications company for such troubleshooting.

**13. Usage Audits**

The AOC will conduct periodic usage audits to determine how often the Video Equipment is being used. If in the opinion of the AOC the Video Equipment is underused the AOC will notify the County in writing. If after three additional months the Video Equipment is still underused in the opinion of the AOC the AOC shall have the right to remove the Video Equipment and the Associated Equipment from the Detention Facility. If the AOC removes the Video Equipment and the Associated Equipment, the County remains liable to the telecommunications network provider for any cancellation fees or remaining costs under its contract with the provider.

**14. Liaison's Responsibility to Certify Initial Receipt and Annual Inventory of Equipment**

The Liaison or the Administrator of the Detention Center shall certify on a form furnished by the AOC for this purpose that the Detention Center received the Video Equipment and the Associated Equipment. The Liaison or the Administrator of the Detention Center shall certify annually the inventory of the Video Equipment and the Associated Equipment in the Detention Center on a form

furnished by the AOC for this purpose. If any of the Video Equipment or the Associated Equipment is missing it shall be the responsibility of the County to promptly replace the missing item(s). If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for prior to and after the transition.

**15. Site Audits**

The AOC may conduct site audits of the Video Equipment and the Associated Equipment at times determined by the AOC in its sole discretion.

**16. Compliance with Judicial Requests**

The County agrees that Detention Center staff will cooperate with requests made by any judge who is using the Video Equipment or the Associated Equipment concerning the usage of said equipment. If County personnel are concerned that the judge's instructions concerning the equipment are improper, County personnel shall notify the Contact Officer. If there is a change of companies managing the Detention Center, the AOC will be notified and all Video Equipment and all Associated Equipment will be accounted for by the county to AOC prior to the transition. After the transition, the new manager shall certify receipt of all Video Equipment and all Associated Equipment. The County shall ensure that the new manager makes this certification.

**17. Time of the Essence**

The parties agree that time is of the essence in complying with provisions of this agreement relating to maintenance and responsibility for damage of the Video Equipment because the Video Equipment is sensitive and expensive, and because it is greatly needed in the Courts to protect the safety and security of the public and the Courts.

**18. Compliance with Court and Jail Standards**

The Detention Center shall comply with applicable provisions of the Court and Jail Standards, a copy of which is attached to and incorporated into this Agreement.

**19. Default**

Any party failing to comply with any of its obligations under this agreement shall be in default. A party failing to comply with its obligations relating to proper use, maintenance and repair of the Video Equipment shall be in default after seven days. A party failing to comply with any of its other obligations shall be in default after thirty days. The opposing party may serve written notice on the defaulting party terminating this Agreement if the defaulting party does not cure its default in seven days or receipt of the notice if the default relates to maintenance and repair of the Video Equipment, or within thirty days for any other default. Notice is to be directed to the Liaison or to the Contact Officer, as may be appropriate,

**20. AOC not Liable if No Funds Appropriated**

The AOC's duties under this Agreement shall cease if the New Mexico Legislature does not appropriate sufficient funds to enable the AOC to meet those duties. AOC's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

**21. Term and Termination**

This Agreement will become effective on the Effective Date when signed by all parties. It will terminate on June 30, 2020, unless terminated early by either party. Either party may terminate this Agreement for any reason by providing thirty days written notice to the other party. If this Agreement is terminated, each party shall be solely responsible for payment of any expenses it has incurred or any damage to the Video Equipment or Associated Equipment attributable to that party.

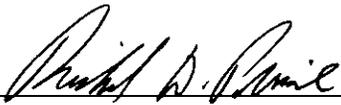
**Signature Page**

**ADMINISTRATIVE OFFICE OF THE COURTS:**

\_\_\_\_\_  
Arthur W. Pepin, Director

Date: \_\_\_\_\_

**QUAY COUNTY:**

  
\_\_\_\_\_  
Richard Primrose, County Manager

Date: 5/9/16

**QUAY COUNTY**  
**AGREEMENT TO HOUSE INMATES**  
**FY 2016-2017**

**THIS AGREEMENT** is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Quay County Board of Commissioners hereinafter referred to as "Quay County".

**RECITALS**

**WHEREAS**, Quay County is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Quay County's Ordinances, arrested by Quay County's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Quay County; and

**WHEREAS**, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

**WHEREAS**, LCDC operates the Lea County Juvenile Detention Center; and

**WHEREAS**, Lea County is willing to incarcerate Quay County's inmates on a space available basis.

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

**1.0 PURPOSE.**

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Quay County inmates which may be delivered to LCDC from time to time for incarceration.

**2.0 TERM**

2.1 The term of the contract shall become effective when signed by both parties. The initial term of this agreement is one year. Unless either party provides thirty (30) 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.

### **3.0 ADULT INMATES HOUSING AND BOARD**

- 3.1 LCDC will house inmates from Quay County at its facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call Lea County Detention Center for accommodation before bringing any inmate to the facility.
- 3.2 Quay County inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.3 On the day release is required by the terms of the order of the Court or by law, a Quay County inmate may be released by LCDC at its regular time of release for other inmates.
- 3.5 Quay County shall provide all transportation for Quay County inmates to and from LCDC in Lovington, New Mexico.

### **4.0 CONSIDERATION**

- 4.1 Quay County will pay Lea County \$100.00 per day for each adult inmate, from date of incarceration through date of release for housing and board and related services

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Quay County on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Quay County in the event any invoice remains unpaid for 45 or more days.

### **5.0 JUVENILE INMATE HOUSING AND BOARD**

- 5.1 The Lea County Juvenile Detention Center will house **Female** juvenile inmates from Quay County at its approved juvenile facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call the Lea County Juvenile Detention Center for accommodations before bringing any **Female** juvenile inmates to the facility.
- 5.2 Quay County **Female** juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all **Female** juvenile inmates. Quay County juvenile inmates will have comparable treatment and accommodations as provided to other contract **Female** juvenile inmates.

5.3 Quay County will pay Lea County \$125.00 per day from date of incarceration through date of release for each **Female** juvenile inmate for housing and board and related services.

**6.0 REJECTION/RETURN**

6.1 The Warden of LCDC shall have the right to reject any inmate tendered by Quay County, as long as Quay County inmates are evaluated and treated on the same basis as inmates from other contract entities.

**7.0 INMATE INFORMATION**

7.1 When submitting any **adult** inmate to LCDC, Quay County, shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Sentence
4. Release Order
5. Date of birth
6. Criminal Complaint or other Charging Document

In addition, Quay County will provide LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the Detention Center will result in the refusal of the inmate.

7.2 When submitting any **juvenile** inmate to the LCDC, Quay County, shall provide the following documentation:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Quay County will provide the LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the Detention Center will result in the refusal of the inmate.

**8.0 MEDICAL CARE**

8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.

- 8.2 LCDC shall not be required to provide medical care to any Quay County inmates housed pursuant to this agreement, except as provided to other inmates, by its medical staff.
- 8.3 Should medical care become necessary from an outside health care provider, the Quay County Manager, or a person designated in advance by Quay County shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for Quay County inmates unless expressly directed to do so by a person authorized by the Quay County Manager or person authorized for Quay County to act on its behalf. Quay County is responsible for medical care costs outside of the facility and when Lea County is directed by Quay County to secure medical attention for one of its inmates.
- 8.4 LCDC is expressly authorized to instruct health care providers, for any medical care rendered, to bill Quay County directly to:

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Attn: \_\_\_\_\_

- 8.5 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Quay County, but in such case must notify the appropriate Quay County official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Quay County. Lea County is expressly authorized to instruct health care providers to bill Quay County directly for medical care rendered in these circumstances.

**9.0 TERMINATION**

- 9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

Quay County  
 County Manager  
 119 East 4th  
 Roswell, NM 88201

Lea County  
 County Manager  
 100 N. Main, Suite 4  
 Lovington, NM 88260

Termination of this Agreement shall not relieve any party from any liability which arose prior to termination. Specifically, termination of this Agreement shall not relieve any party from any indemnification obligations for actions or inactions which occurred prior to termination.

**10.0 MISCELLANEOUS**

10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.

10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this 9th day of May 2016.

QUAY COUNTY

LEA COUNTY BOARD OF COUNTY COMMISSIONERS

By: Franklin McCaleb

By: \_\_\_\_\_  
Gregory H. Fulfer, Chairman

ATTEST: Quay County Clerk

ATTEST: Pat Chappelle  
Lea County Clerk

By: Ellen L White  
Chief Deputy

By: \_\_\_\_\_  
Kelli Williams, Deputy Clerk

