



QUAY COUNTY GOVERNMENT

300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS JUNE 29, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 8, 2018

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **C. Renee Hayoz, Presbyterian Medical Services, Administrator**
 - Presentation of **Monthly RPHCA Reports**
- II. **Larry Moore, Quay County Road Superintendent**
 - **Road Update**
- III. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **FY 2017-2018 Resolution No. 42 - Budget Adjustment**
 - Request Approval of **FY 2017-2018 Resolution No. 43 Cash Transfers – End of Year**
- IV. **Donald Adams, Quay County Fire Marshall**
 - Discussion of **Fireworks Ban**
 - Request Approval of **Burn Ban Proclamation**
 - Request Approval of **Farmers' Electric Purchase Agreement with Forrest Fire Dept. - 2011 GMC 2500 Truck**
- V. **Richard Primrose, Quay County Manager**
 - Request Approval of **USDA/APHIS-WS Cooperative Service Agreement**
 - **Correspondence**



DOC HCM-00444

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Fee: (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County_Cle

Pages 13



VI. Indigent Claims Board

- Call Meeting to Order
- Request Approval of **Indigent Minutes for the May 25, 2018 Meeting**
- Request Approval of **May/June 2018 Claims Prepared by Sheryl Chambers**
- **Adjourn**

VII. Request Approval of Accounts Payable

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

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
- Pursuant to Section 10-15-1(B) 8. The New Mexico Open Meetings Act Pertaining to Action on the Purchase, Acquisition or Disposal of Real Property.

X. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 29, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 29th day of June, 2018 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, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Renee Hayoz, Presbyterian Medical Services Administrator
Cheryl Simpson, Quay County Finance Director
Donald Adams, Quay County Fire Marshall
Thomas Garcia, Quay County Sun
Russell Braziel, KTNM Radio Station
Carmen Runyan, Tucumcari/Quay County Chamber of Commerce

Chairman Franklin McCasland called the meeting to order. Vic Baum led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 8, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye", and McCasland voting "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" and McCasland voting "aye".

PUBLIC COMMENTS: NONE

ONGOING BUSINESS: NONE

NEW BUSINESS:

Renee Hayoz, Administrator for Presbyterian Medical Services presented the monthly RPHCA Report for May. Hayoz reported encounters are down due to vacations and the vacancy of a provider. Interviews are ongoing to find a new provider for the Clinic.

Larry Moore, Quay County Road Superintendent provided the following road report:

1. The Route 66 project is complete with \$25,000 of the grant still available for that Agreement that will be used to further enhance that project.
2. Planning is ongoing for the Quay Road AI CAP Project that will begin soon. The first step will be to get the product delivered from Albuquerque to the site.
3. The new flatbed pickup has been picked up and will be used to haul fuel and tires to work locations.
4. A new mechanic started Wednesday and is busy servicing all the equipment.
5. Moore thanked the employees of Quay County for assisting with the 10th Annual ROADEO held in Socorro during the NMAC Annual Conference. Moore stated the Public Works Affiliate presented a \$5,000.00 donation to the Children's Cancer Fund of New Mexico that will benefit a local family in Socorro. They hope to make this donation annually.
6. Holly Frontier representative Moabed Mohammad has resigned from the company and will be missed by the Public Works Affiliate.

Commissioner Dowell asked if Quay Road AI will be closed to traffic during the repairs. Moore stated it would be closed except to residents along that roadway. The length of time should be two days for the closure. Closure and detour signs will be placed and enforced.

Cheryl Simpson, Quay County Finance Director, requested approval of the following year ending budget transfer Resolutions:

1. Resolution No.42; Budgetary Increase to Detention Center Fund, Safety Net Care Pool Fund, and Debt Services Reserves.
2. Resolution No. 43; Budgetary Increase to Fund Transfers.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolutions No. 42 and No. 43 as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies are attached to these minutes.

Donald Adams, Quay County Fire Marshall discussed a Fireworks Ban for the County stating he had been asked about the process and explained the time frame to initiate a Ban of this sort has already elapsed. Adams stated even with a Ban, the law limits what you can prohibit and doesn't help the situation very much.

Adams stated he had been approached by different Fire Departments regarding a Burn Ban. Some Departments had a desire to enforce a Ban, while others stated they are concerned because farmers need to burn off CRP to prepare for the new crops. Adams said with the current Ordinance in place already regarding burning, enforcement of that Ordinance with fines would be best to get the attention of those burning illegally and would greatly help the problem. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to table action on enforcing a Ban at this time and to revisit the situation in two weeks at the next meeting in July. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Adams requested approval of the donation of a 2011 GMC from Farmers Electric Cooperative, Inc. of New Mexico to Forrest Fire Department. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the donation. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Richard Primrose, County Manager, presented the following item for approval:

1. Requested approval of the Cooperative Services Agreement between Quay County and the U.S. Department of Agriculture Wildlife Services for predator control in Quay County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Primrose presented the following items of correspondence:

1. The Gross Receipts Tax Report for the end of the fiscal year.
2. Flyer for 10th Annual CRELA meeting to be held in Raton on July 21.
3. The final public meeting with Sites Southwest and Souder Miller for the Quay County Asset Management Plan was held at the Fairgrounds on June 26th. A draft of the plan should be presented soon for the Commission to review.
4. Notification from the Department of Finance has been received indicating the preliminary budget for Quay County has been accepted and approved. The final budget has to be approved before July 31.
5. Quay County offices will be closed July 4th for Independence Day.
6. A meeting was held with Dick Smith, Presbyterian Hospital Administrator, Vickie Gutierrez, Associate Administrator, Ellen White, County Clerk and Primrose to discuss the Local Election Act and the impact it has on the renewing GRT Ordinance and election to enact the tax. White informed them the tax question can be placed on the November General Election ballot to avoid the hospital having a special election. The process to begin this will start in August. White stated to stay on the schedule for election time frames the regularly scheduled meeting of the Board of Commissioners set for August 27th needs to be rescheduled for Friday, August 24.
7. Primrose informed the Board the hospital has reached some solutions to the problem of the Emergency Room physicians charging "out of network" fees to local residents. Dick Smith reported they have encouraged the contracted physicians to expand the insurance companies they accept to include Presbyterian and Blue Cross Blue Shield. As well, Smith stated the hospital personnel will assist individuals with claims they are having issues with.

Chairman McCasland called the Indigent Claims Board meeting to order. Time noted 9:45 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. 9:50 a.m.

ACCOUNTS PAYABLE:

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending June 26, 2018 and the Addendum ending June 29, 2018. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners: NONE

Chairman McCasland called for a break. Time noted 9:55 a.m.

Return to regular session. Time noted 10:00 a.m.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry 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 and Section 10-15-1(B) to discuss the Purchase, Acquisition or Disposal of Real Property. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 10:05 a.m.

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

Return to regular session. Time noted 10:45 a.m.

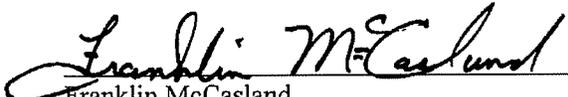
NO ACTION WAS TAKEN FOLLOWING EXECUTIVE SESSION.

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 10:50 a.m.

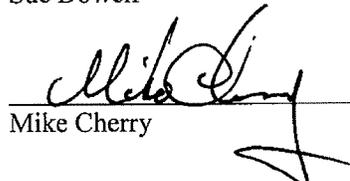
Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

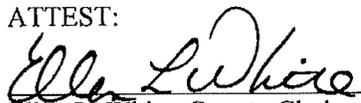



Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk

QUAY COUNTY
FISCAL YEAR 2017-2018
RESOLUTION No. 42

Authorization of Budgetary Increases to **Detention Center Fund (421), Safety Net Care Pool Fund (430), and Debt Service Reserves (563)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 29, 2018 the following was among the proceedings;

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

State Fund 220		
Budgetary Increase		
	<u>CREDIT</u>	<u>DEBIT</u>
430-12-45450 Human Services Department		\$ 100.00
State Fund 226		
Budgetary Increase		
421-00-31200 Gross Receipts – Cnty Correct.	\$15,000.00	
421-00-36020 Special Appr Correction Fund	\$50,000.00	
421-12-47019 DOC Care of Prisoners		\$40,000.00
421-12-47062 Insurance Settlement		\$25,000.00
State Fund 300		
Budgetary Increase		
563-00-31200 NMFA Interest	\$230.00	
563-12-42900 Debt Service		\$54,607.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **FY18 Budget Increases End of Year**

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

DONE at Tucumcari, County of Quay, New Mexico this 29th day of June, 2018.



Ellen White
Ellen White, County Clerk

Franklin McCasland
Franklin McCasland, Commissioner

Sue Dowell
Sue Dowell, Commissioner

Mike Cherry
Mike Cherry, Commissioner

**QUAY COUNTY
FISCAL YEAR 2017-2018
RESOLUTION No. 43**

Authorization of Budgetary Increase to **Fund Transfers**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 29, 2018 the following was among the proceedings;

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

State Fund 101 Budgetary Increase	
<u>CREDIT</u>	<u>DEBIT</u>
401-99-97626 Transfer to Underage Drinking Prev.	\$ 6,000.00
401-99-97649 Transfer to County Improvement	\$300,000.00
401-99-97656 Transfer to CDBG Planning Grant	\$ 30,000.00

State Fund 218 Budgetary Increase	
626-99-95401 Transfer from General Fund	\$6,000.00

State Fund 220 Budgetary Increase	
430-99-95501 Transfer from Hospital	\$100.00

State Fund 221 Budgetary Increase	
501-99-97430 Transfer to Safety Net Care	\$ 100.00

State Fund 300 Budgetary Increase	
649-99-95401 Transfer from General Fund	\$300,000.00
656-99-95401 Transfer from General Fund	\$ 30,000.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **FY18 Transfers End of Year**

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 29th day of June, 2018.



Ellen White
Ellen White, County Clerk

Franklin McCasland
Franklin McCasland, Commissioner

Sue Dowell
Sue Dowell, Commissioner

Mike Cherry
Mike Cherry, Commissioner

COOPERATIVE SERVICE AGREEMENT
REIMBURSABLE
between
QUAY COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)

ARTICLE 1 - PURPOSE

The purpose of this agreement is to conduct wildlife damage management (WDM) activities to control damage and conflicts caused by wildlife in Quay County, New Mexico. The activities will include employing available technologies through operational and a technical assistance programs.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

Under the Consolidated Appropriations Act, 2017, (Pub. L. No. 115-31, 131 Stat. 144, H.R. 244 — 115th Congress (2017-2018), APHIS is authorized to collect fees to cover the total costs of providing technical assistance, goods, or services requested by States, other political subdivisions, domestic and international organizations, foreign governments, or individuals, provided that such fees are structured such that any entity's liability for such fees is reasonably based on the technical assistance, goods, or services provided to the entity by the Agency, and such fees shall be credited to this account, to remain available until expended, without further appropriation, for providing such assistance, good, or services.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by wildlife in Quay County, New Mexico. Based on this consultation, WS will formulate annually, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.

- d. That APHIS-WS has advised the Cooperator that other private sector providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of APHIS-WS.
- f. APHIS-WS will provide overall direction and control of the program.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

- a. Designate the County Manager, Quay County Courthouse, P.O. Box 1246, Tucumcari, New Mexico, 88401, (575) 461-2112 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. Reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. Provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

ARTICLE 5 – WS RESPONSIBILITIES

WS agrees:

- a. To designate Jon Grant, District Supervisor, 8441 Washington St. NE, Albuquerque, New Mexico, 87113, (505) 346-2640 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. The performance of wildlife damage management actions by WS under this agreement is contingent upon a determination by WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities in Quay County, New Mexico as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal laws and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

For costs borne by WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of this Agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 9 – APPLICABLE REGULATIONS

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

ARTICLE 10 – LIABILITY

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – FAILURE TO PAY FEES

The cooperator is liable for fees assessed for services performed under this agreement. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

ARTICLE 13 – AGREEMENT EFFECTIVE DATE

This Agreement shall become effective July 1, 2018, and shall continue to June 30, 2023. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

AUTHORIZATION:

QUAY COUNTY
Tucumcari, New Mexico
Tax ID No. 85-6000238



CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

6-29-2018
Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, New Mexico:
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Director, Western Region

Date