



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
OCTOBER 26, 2020**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 12, 2020

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Christopher Birch, QCDC Administrator**
 - Request Approval of San Juan County Juvenile Housing Contract
- II. Andrea Shafer, Quay County DWI Coordinator Administrator**
 - Request Approval of DWI 1st Quarterly Report
- III. Cheryl Simpson, Quay County Finance Director**
 - Request Approval of First Quarter FY21 DFA Financial Report
 - Request Approval of First Quarter FY21 DWI Distribution Financial Report
- IV. Larry Moore, Quay County Road Superintendent**
 - Road Update
- V. Richard Primrose, Quay County Manager**
 - Request Approval for FY2020-2021 Resolution No. 12 – NM Civil Rights Commission
 - Correspondence



DOC #CM-00498

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Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM Ellen White - County Clerk, County Clerk

Pages: 29



REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

October 26, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 26th day of October, 2020 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:

Janie Hoffman, Quay County Assessor
Lucas Bugg, Quay County Fire Marshall
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Janie Hoffman led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the October 12, 2020 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments:

Janie Hoffman, Quay County Assessor stated her office has been answering many calls regarding the increase in property taxes. Hoffman explained the rate is set by the State Department of Finance and a large portion of the increase is due to new mill levies approved by School Districts.

NEW BUSINESS:

On behalf of Chris Birch, Quay County Detention Center Administrator, Richard Primrose, requested approval of a Juvenile Housing Contract with San Juan County. Primrose explained the Commissioners approved a Contract during the last meeting, but it had provisions in the agreement for a guaranteed reserved bed that would have cost Quay County regardless of their clients being housed there. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the new Contract with San Juan County. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

On behalf of Andrea Shafer, Quay County DWI Coordinator, Cheryl Simpson presented the DWI 1st Quarterly Report. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the

Report. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached.

Cheryl Simpson, Quay County Finance Director requested approval of the following items:

1. First Quarter DFA Financial Report. Report is attached to these minutes.
2. First Quarter DWI Distribution Financial Report. Report is attached to these minutes.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve both Reports, described above. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”.

Larry Moore, Quay County Road Superintendent, provided the road updates:

1. Reported the County has received the signed 2021 LGRF project Agreements.
2. The status of the Match Waiver Agreements are expected prior to the next meeting.
3. Crews are still working on the projects in the House area with 35 working days to complete the project that totaled out at \$294,169.00.

Richard Primrose, Quay County Manager requested approval of the following Resolution:

1. FY2020-2021 Resolution No. 12 – Recognizing the objections of the Quay County Board of Commissioners to certain proposals before the NM Civil Rights Commission.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 12. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached.

Under Correspondence, Primrose provided a copy of the most recent Gross Receipts Tax Report.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:20 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:25 a.m.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending October 22, 2020. 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:

Commissioner Dowell stated a citizen posed a question as to the availability of motel rooms and contingency plan for shelters with the upcoming winter weather, noting I-40 closures that normally fill our local hotels prior to shelters opening. Dowell asked if the motel owners would be in violation of the Health Order if rooms needed to be occupied to get the traveling public to safety and what are the plans for sheltering motorists safely with COVID19 restrictions.

Daniel Zamora, Quay County Emergency Manager joined the meeting. Time noted 9:27 a.m. Zamora stated he has sufficient PPE for shelters, knowing always an outbreak is possible anywhere at any time.

Zamora said his number one goal is always the safety of citizens and those traveling through Quay County, and that their safety will always take precedence regardless of the motel capacity.

Chairman McCasland asked Zamora to please get clarification regarding the Health Order during a weather disaster that forces motorists off the roads. McCasland stated the motel owners need to know they won't face fines for exceeding the limits of rooms rented during a crisis.

A MOTION was made by Mike Cherry, Seconded by Sue Dowell to go into Executive Session pursuant to Section 10-15-1(H) 8 for discussion of the purchase, acquisition or disposal of real property or water rights. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Time noted 9:35 a.m.

---Executive Session---

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the above described item was discussed in Executive Session. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

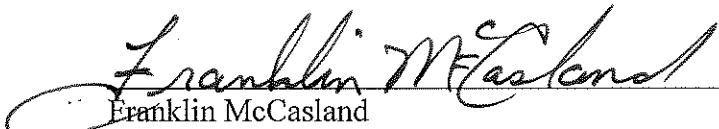
Chairman McCasland noted No Action as a result of the Executive Session will be taken.


There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 9:55 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

**CONTRACT BETWEEN QUAY COUNTY AND
SAN JUAN COUNTY FOR HOUSING OF JUVENILE DETAINEES**

This Contract is entered into by and between the Board of County Commissioners of Quay County, New Mexico hereinafter referred to as "Quay County" and the Board of County Commissioners of San Juan County, hereinafter referred to as "San Juan County". The parties hereto are authorized to enter into this Contract pursuant to state and local purchasing procedures for contracts of this type and amount.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1. PURPOSE AND SCOPE OF WORK:

- a. The purpose of this contract is to provide for the housing of Quay County juvenile detainees in San Juan County.
- b. San Juan County agrees to house and feed Quay County detainees subject to the terms and conditions of this Contract.
- c. San Juan County will provide and operate the detention facility in accordance with and as required by law. Except as specifically set forth herein, San Juan County will provide security for Quay County detainees.
- d. Upon reasonable notice to San Juan County, Quay County may inspect the jail at prearranged times.

ARTICLE 2. TERMS: The period of the contract is from October 1, 2020 through, June 30, 2024. The services may be extended for additional annual periods by mutual consent of both parties. The Contract may be terminated pursuant to Article 8 of this Contract.

ARTICLE 3. GOVERNING LAWS: This Contract is governed by local, state and federal law. Both parties shall comply with the terms and conditions of the federal, state and local laws applicable to Juvenile Services as those apply to the activities of each.

ARTICLE 4. COMPENSATION:

- a. Daily Rate: Quay County shall pay San Juan County \$275 per day per Quay County detainee. The daily rate is a function of the annual direct and indirect cost of operation divided by total detainee days. San Juan County will provide Quay County with notice of its intent to request an increase in cost at least 60 days before the proposed increase. Increases should be anticipated annually.
- b. Minimum Stay: San Juan County will bill Quay County for any detainee who stays in the jail for twelve hours or less ½ the daily rate. San Juan County will bill

for a full day for any detainee who stays more than twelve hours at the Juvenile Services Facility.

- c. Terms: San Juan County shall bill Quay County on a monthly basis. All payments shall be due within thirty (30) days of the statement date. Should either party institute legal action and prevail, the prevailing party shall recover reasonable attorneys' fees and costs from the other.
- d. Adjustments: The daily rate may be renegotiated by San Juan County prior to the termination date of the contract if significant changes, which increase San Juan County's expense, occur in Juvenile Services operations or facilities resulting from a court order.

ARTICLE 5. CARE OF QUAY COUNTY DETAINEES:

- a. General Medical Care: Quay County is responsible for the cost of medical expenses of all detainees held under the terms of this contract. San Juan County may not deny detainees access to medical care. San Juan County does provide limited medical care within the Juvenile Services Facility and may expand medical care services during the term of the Contract. San Juan County shall not be responsible nor liable for the cost of detainee treatment for any pre-existing sickness, illness or injuries including any medications prescribed for any pre-existing condition. In case of emergency and San Juan County is unable to contact Quay County Manager's Office (County Manager or Deputy County Manager), San Juan County may seek emergency care for detainee but will notify the Quay County Detention Center as soon as possible.
 - i. Quay County shall be responsible for any medical treatment not provided inside the Juvenile Services Center.
 - ii. San Juan County Juvenile Detention will issue a letter to Quay County Indigent Health certifying that the Quay County Detainee was housed in the facility at the time of needing the medical treatment outside of the Juvenile Services Center.
 - iii. San Juan County shall notify the health care provider that the detainees, as citizens of Quay County, are by Ordinance declared to be indigent, and therefore the services will be paid for pursuant to the Indigent Health Care Ordinance of Quay County.
- b. Transportation: Quay County shall be solely responsible for transporting offenders to and from the San Juan County Juvenile Detention Facility for court (if court is outside of San Juan County); or out-of-county appointments. If Court is in Quay County or the appointment is outside of San Juan County, the Juvenile Services Center shall make transport arrangements with the Quay County Transport Officer located in the Quay County Sheriff's office, or by calling the Quay County Manager's Office. San Juan County shall be responsible for the offender at the hospital should the offender

be admitted or until a release order is obtained. When possible, San Juan County will notify the Quay County Manager's Office (County Manager or Deputy County Manager) prior to the transport. If the Juvenile Services Center is unable to guard offender, they will contact the Quay County Manager's Office for other options. If San Juan County is not able to contact the Quay County Manager's Office and the detainee must be guarded, San Juan County will make arrangements for a security company to guard the inmate and Quay County will reimburse San Juan County for actual charges incurred by the security company.

ARTICLE 6. DEFINITION OF QUAY COUNTY DETAINEES: A Quay County detainee is any person who has been apprehended by Quay County law enforcement officers (Quay County Sheriff's Office, Tucumcari Police Department, and the New Mexico State Police making arrests in Quay County) for violation of a New Mexico State Law or Quay County ordinance; or for whom a detention order has been signed by a Children's Court Judge.

ARTICLE 7. ACCEPTANCE OF SAN JUAN COUNTY: Upon arrival in the Juvenile Services Facility, all Quay County detainees shall complete a medical and mental health screening evaluation during the booking process. The decision of further medical care will be based on the San Juan County Juvenile Services Center Policy & Proc. #J-11:

ADMISSION:

- 1. Any juvenile showing signs or symptoms of serious illness or injury shall be examined by the Juvenile Detention Center medical staff or by a physician at a hospital in Quay County or San Juan Regional Medical Center's emergency room prior to being admitted to the San Juan County Juvenile Detention Center.*
- 2. No juvenile showing signs or symptoms of serious illness or injury shall be admitted to the San Juan County Juvenile Detention Center, unless the juvenile has first been examined by the Juvenile Detention Center medical staff or a physician.*

If the detainee does not meet the requirements of Policy, then San Juan County Staff may refuse acceptance and admittance of the detainee. In this event, the arresting department shall be responsible for transporting the Quay County detainee, providing access to medical and mental health care, and obtaining written medical clearance for incarceration. Should San Juan County change the criteria it uses to determine medical admissibility into the Juvenile Services Center, San Juan County will give Quay County notice, in writing, of the change in criteria before it goes into effect. Quay County shall inform the appropriate law enforcement agencies of this possibility.

The arresting department shall contact San Juan County to determine space availability prior to leaving Tucumcari. As to each detainee, the arresting department shall provide San Juan County with information relating to the pending charge, the child's history, a summary of known medical and mental conditions, and any other relevant information. The arresting department shall stay at the Juvenile Services Center and assist as needed during the intake and booking process. San Juan County may refuse to accept the detainee if space is not available or if the detainee's presence would create an unreasonable risk.

ARTICLE 8. TERMINATION: This Contract may be terminated by San Juan County upon thirty (30) days' written notice to the Quay County Manager, P.O. Box 1246, Tucumcari, NM 88401, prior to the intended date of termination. Quay County may also terminate the Contract upon thirty (30) days' written notice to the San Juan County Executive Officer, 100 S. Oliver Drive, Aztec, NM 87410.

Conditions for termination include but are not limited to: a) a court order requiring either closure or reduction of inmate population; b) San Juan County determines it is necessary to terminate this contract due to remodeling, construction or replacement of the Juvenile Services Facility; c) San Juan County determines termination is necessary for health, safety, or welfare reasons; d) destruction of or damage to twenty percent (20%) or more of the facility, if such damage renders the facility or at least twenty percent (20%) of the facility unsuitable for use as a Juvenile Services Center; (e) riot or other disturbance rendering fifteen percent (15%) or more of the berthing capacity of the facility unusable for three or more days; (f) recommendation or requirement of San Juan County's insurance carrier(s); (g) recommendation by a grand jury; (h) any loss of kitchen facilities lasting three or more days; (I) San Juan County's non- appropriation of funds; and (j) any other agencies that require San Juan County to house detainees outside the facility at an expense to San Juan County which exceeds the daily rate paid by Quay County to San Juan County. Neither party may nullify obligations incurred prior to the date of termination.

ARTICLE 9. ASSIGNMENT: San Juan County shall not assign or transfer any interest in the Contract nor assign any claims for money due or to become due, under the contract without prior written approval of Quay County.

ARTICLE 10. RECORDS:

a. San Juan County shall maintain adequate and satisfactory booking and custody records and accounts, including records of offenses classified by type of offenses and arresting agency.

b. San Juan County shall provide one (1) copy of an invoice to Quay County on a monthly basis as a condition precedent to receiving full payment for the detention, housing and feeding of its Quay County detainees. The invoice shall include a listing of the charges on which the detainee is held and any medical charges shall be itemized.

c. Both parties shall keep a strict accounting of all receipts and disbursements on the Contract. Such records shall be available for inspection by the parties during business hours at the office of the respective parties.

ARTICLE 11. AMENDMENTS: This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereof.

ARTICLE 12. WAIVER: Any waiver of breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from

declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other provided herein or by law.

ARTICLE 13. MERGER OF CONTRACT: This Contract incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. No prior statements, representative, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this contract.

ARTICLE 14. SOVEREIGN IMMUNITY: San Juan County and Quay County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense(s) and/or do not waive any limitation(s) or liability pursuant to the New Mexico Tort Claims Act. No provisions in this Contract modifies and/or waives any provision of the New Mexico Tort Claims Act, as it relates to San Juan County, Quay County, and their public employees.

ARTICLE 15. LIABILITY: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30 (1976). Each party agrees to defend and indemnify the other for any actions brought seeking damages for the other party's acts or omissions.

ARTICLE 16. CO-PARTNERS: Nothing herein contained is intended or should be construed in any way to create or establish the relationship of co-partners between the parties or to establish either as an agent, representative, or employee of the other for any purpose or manner whatsoever. Neither party nor its employees shall accrue leave, retirement, insurance, or any other benefits afforded to employees of the other as a result of the Contract.

ARTICLE 17. THIRD PARTY BENEFICIARIES: It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any other member thereof a third-party beneficiary or to authorize anyone not a party to the Contract to maintain pursuant to the provisions of the Contract a suit of any nature based upon this Contract.

ARTICLE 18. EQUAL OPPORTUNITY COMPLIANCE: San Juan County agrees to 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 and rules and regulations and executive orders of the Governor, San Juan County agrees to assure that no person will, on the grounds of race, color, nation origin, sex, age, or disability, be excluded from employment.

ARTICLE 19. BREACH OF CONTRACT: In the event any action or suit or proceedings are brought by either party for failure of the other to observe any of the covenants, terms, conditions

and/or agreements, the losing party shall pay the prevailing party's reasonable fees of attorney(s), costs and/or expenses incurred by winner. Any action brought to enforce the Contract or for its breach shall be tried only by the Court, and jury trials shall not be allowed. Venue shall be proper only in San Juan County, New Mexico.

ARTICLE 20. SUBCONTRACT: San Juan County may subcontract any or all services or operations of the Juvenile Services Center, subject to approval of Quay County, said approval not to be unreasonably withheld as well as approval of any necessary contractual adjustments.

ARTICLE 21. LIMITATIONS OF LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under the Contract or any renewal thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope and scope of their employment or governmental duties and responsibilities.

ARTICLE 22. DETAINEE RELEASE: Both parties agree that the release of Quay County detainees shall be made only pursuant to an order of a Judge, or other Court of competent jurisdiction. Quay County juvenile detainees will be released only to an appropriate parent or guardian physically at the Detention Center or in Quay County after notice of pending release has been communicated to the Quay County Transport Officer located in the Quay County Sheriff's Office, or the Quay County Manager's Office, to arrange for transport back to Quay County.

ARTICLE 23. INSURANCE: Both San Juan County and Quay County will maintain liability insurance or qualify as a self-insured entity, as required by law.

ARTICLE 24. PROCUREMENT CODE: The Procurement Code, NMSA 1978, Sections 13-1-21 through -199 (1979), imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities, and kickbacks.

ARTICLE 25. SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either party, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon either party until approved and signed by both parties.

ARTICLE 27. NOTICES: Invoices and all other correspondence or notices shall be sent to:

For Quay County:
Quay County Manager
P.O. Box 1246
Tucumcari, NM 88401

For San Juan County:
San Juan County Manager
100 S. Oliver Drive
Aztec, NM 87410

ARTICLE 28. DUPLICATE ORIGINAL DOCUMENTS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

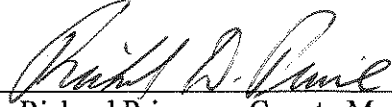
SAN JUAN COUNTY, NEW MEXICO

By: _____
Mike Stark, County Manager

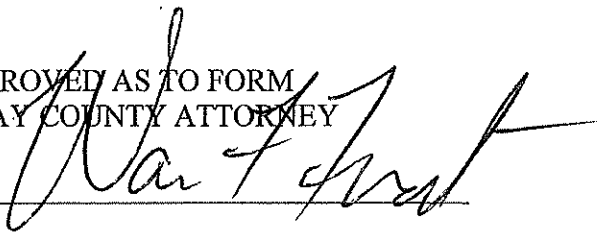
APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

By: _____

QUAY COUNTY, NEW MEXICO

By: 
Richard Primrose, County Manager

APPROVED AS TO FORM
QUAY COUNTY ATTORNEY

By: 

QUAY COUNTY DWI PROGRAM

STATISTICS

1st Quarterly Report

July 2020 thru September 2020

Total Number of Arrests: 8

DWI 1st: 6

DWI 2nd: 2

DWI 3rd: 0

DWI 4th: 0

DWI 5th or Subsequent: 0

Aggravated DWIs: 6

Average BAC: .12

Minimum: .06

Maximum: .34

Blood Draws: 0

Refusals: 1

Average Age: 47

Youngest: 25

Oldest: 64

Sex of Offenders

Male: 5

Female: 3

Accidents: 3

Fatalities: 0

Arrests by Agency:

New Mexico State Police: 3

Tucumcari Police Department: 1

Quay County Sheriff's Office: 3

Logan Police Department: 1

Ute Lake State Park: 0

Monthly Arrests

July: 3

August: 0

September: 5

FROM FINAL COURT DATES:

Number of Cases Completed: 1

Number of Convictions/Pleas: 1

Number of Dismissals: 0

Number of Offenders Placed on DWI Compliance: 1

DWI 1st: 1

DWI 2nd: 0

DWI 3rd: 0

DWI 4th: 0

DWI 5th of Subsequent: 0

Number of Offenders who Successfully Completed DWI Compliance: 0

Number of Offenders who Unsuccessfully Completed DWI Compliance: 1

Number of Community Service Hours Ordered: 24

Number of DWI Offenders Being Supervised: 27

Number of Misdemeanor Offenders Being Supervised: 23

State of New Mexico Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2020-2021 - Quay County - FY2021 Q1

Printed from LGBMS on 2020-10-22 16:46:04

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,034,123.00	0.00	605,455.15	0.00	525,024.01	2,261.42	1,116,815.56	131,256.00	985,559.56
20200 Environmental	87,848.00	0.00	13,945.33	0.00	265.46	0.00	101,527.87	0.00	101,527.87
20300 County Property Valuation	143,623.00	0.00	2,924.23	0.00	8,160.78	0.00	143,386.45	0.00	143,386.45
20400 County Road	484,686.00	0.00	123,734.40	-53,973.37	230,703.90	353.17	324,096.30	19,225.33	304,870.97
20600 Emergency Medical Services	443.00	0.00	22,038.00	0.00	18.81	0.00	22,462.19	0.00	22,462.19
20800 Farm & Range	393.00	0.00	0.00	0.00	0.00	0.00	393.00	0.00	393.00
20900 Fire Protection	1,126,986.00	0.00	464,740.55	-125,734.00	142,618.73	2,042.84	1,325,416.66	0.00	1,325,416.66
21100 Law Enforcement Protection	0.00	0.00	23,600.00	-22,050.00	0.00	0.00	1,550.00	0.00	1,550.00
21800 Intergovernmental Grants	26,611.00	0.00	4,288.33	0.00	8,274.75	50.69	22,675.27	0.00	22,675.27
22000 Indigent Fund	432,096.00	0.00	91,943.82	-250,000.00	76,434.38	275.84	197,881.28	0.00	197,881.28
22100 Hospital Gross Receipts Tax	1,208,979.00	0.00	311,263.63	-31,205.25	54,308.68	103.83	1,434,832.53	0.00	1,434,832.53
22300 DWI Fund	36,414.00	0.00	31,575.42	0.00	48,989.01	0.00	19,000.41	0.00	19,000.41
22500 Clerks Recording & Filing Fund	34,187.00	0.00	2,866.89	0.00	0.00	0.00	37,053.89	0.00	37,053.89
22600 Jail - Detention	81,249.00	0.00	113,987.78	250,000.00	330,988.05	3,823.02	118,071.75	0.00	118,071.75
22700 County Emergency Communications and Medical & Behavioral Health GRT	327,740.00	0.00	186,113.74	0.00	106,071.38	316.07	408,098.43	0.00	408,098.43
29900 Other Special Revenue	437,788.00	0.00	61,656.82	31,205.25	78,032.46	86.74	452,704.35	0.00	452,704.35
30200 CDBG (HUD) Project	77,442.00	0.00	83,888.52	0.00	91,926.25	0.00	69,404.27	0.00	69,404.27
30300 State Legislative Appropriation Project	0.00	0.00	89,082.00	0.00	15,860.91	-73,221.09	0.00	0.00	0.00

30400 Road/Street Projects	3,519,419.00	0.00	365.63	0.00	72,015.14	0.00	3,447,769.49	0.00	3,447,769.49
30600 NMFA Project	0.00	0.00	24,270.33	0.00	0.00	-24,270.33	0.00	0.00	0.00
39900 Other Capital Projects	1,597,303.00	0.00	4,469.07	22,050.00	13,700.66	97,491.42	1,707,612.83	0.00	1,707,612.83
40400 NMFA Loan Debt Service	444,392.00	0.00	126,868.75	179,707.37	198,589.91	0.00	552,378.21	0.00	552,378.21
Totals	11,106,722.00	0.00	2,389,076.39	0.00	2,001,983.27	9,313.62	11,503,130.74	150,481.33	11,352,649.41

QUAY COUNTY
FISCAL YEAR: 2020-21
REPORT PERIOD: 09/20

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,034,123.27	605,455.15	.00	525,024.01	2,261.42	1,116,815.83
402 ROAD FUND	484,685.56	123,734.40	(53,973.37)	230,703.90	353.17	324,095.86
403 FARM & RANGE FUND	393.44	.00	.00	.00	.00	393.44
406 HEALTH CARE ASSISTANCE FUND	432,095.83	91,943.82	(250,000.00)	76,434.38	275.84	197,881.11
407 FIRE DISTRICT NO 1 FUND	42,195.96	65,927.98	(24,853.00)	2,848.82	135.75	80,557.87
408 FIRE DISTRICT NO 2 FUND	60,590.61	41,057.17	(13,406.00)	4,983.23	.00	83,258.55
409 FIRE DISTRICT NO 3 FUND	234,761.95	47,839.58	(23,850.00)	926.65	45.87	257,870.75
410 NARA VISA FIRE FUND	124,725.66	23,743.76	.00	5,790.52	98.06	142,776.96
411 FORREST FIRE FUND	53,088.19	38,993.81	(12,060.00)	4,727.09	88.65	75,383.56
412 JORDAN FIRE FUND	313,831.29	54,310.83	.00	108,150.50	42.25	260,033.87
413 BARD ENDEE FIRE FUND	53,778.27	84,930.43	(17,118.00)	8,652.83	1,395.22	114,333.09
414 EMERGENCY MEDICAL SERV FUND	443.61	22,038.00	.00	18.81	.00	22,462.80
415 QUAY FIRE DIST FUND	116,684.82	45,057.02	(22,075.00)	2,001.62	45.87	137,711.09
416 FORESTRY FIRE FUNDS	147,680.25	17,862.44	.00	932.63	.00	164,610.06
418 PORTER FIRE DEPT.	90,545.23	31,131.28	(12,372.00)	1,769.82	41.71	107,576.40
419 QUAY COUNTY EMERGENCY MANAG	26,811.17	4,288.33	.00	8,274.75	50.69	22,675.44
420 QUAY COUNTY FIRE MARSHALL	36,783.69	31,748.68	.00	2,767.65	149.46	65,914.19
421 DETENTION CENTER	42,182.28	113,987.78	250,000.00	328,963.05	3,823.02	81,030.03
430 SAFETY NET CARE POOL FUND	.00	.00	31,205.25	31,205.25	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	327,740.51	186,113.74	.00	106,071.38	316.07	408,098.94
499 REAPPRAISAL FUND	148,623.23	2,924.23	.00	8,160.78	.00	143,386.68
501 HOSPITAL FUND	1,208,978.62	311,263.63	(31,205.25)	54,308.68	103.83	1,434,832.15
503 RURAL ADDRESSING FUND	32,916.61	27.53	.00	7,970.23	.00	24,973.91
516 ASAP - OTHER CHARGES	9,679.57	8.53	.00	121.77	.00	9,566.33
520 TUC. DOMESTIC VIOLENCE PROGRA	8,366.50	802.72	.00	2,083.80	.00	7,085.42
582 DEBT SERVICE	.00	.00	179,707.37	179,707.37	.00	.00
583 NMFA DEBT RESERVE	444,391.58	128,868.75	.00	18,882.54	.00	552,377.79
607 LAW ENFORCEMENT PROTECTION F	.00	23,600.00	(22,050.00)	.00	.00	1,550.00
610 JUVENILE DET OFFICER FUND	39,067.44	.00	.00	2,025.00	.00	37,042.44
613 PRIMARY CARE CLINIC	154,835.96	38,388.69	.00	33,243.88	.00	159,990.77
621 CLERK'S EQUIP REC FUND	34,187.52	2,866.89	.00	.00	.00	37,054.41
622 DWI DISTRIBUTION	30,647.45	30,575.00	.00	48,989.01	.00	12,233.44
623 ENVIRONMENTAL GROSS REC FUND	87,847.78	13,945.33	.00	265.46	.00	101,527.65
624 DWI GRANT FUND	5,766.32	1,000.42	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	40,073.86	2,833.91	.00	75.00	.00	42,832.77
631 DWI PROBATION FEES	22,123.08	1,396.00	.00	1,699.90	86.74	21,905.92
632 DWI SCREENING FEES	8,940.74	150.00	.00	700.00	.00	8,390.74
634 DWI UA FEES	12,009.94	177.00	.00	.00	.00	12,186.94

FOR STATE DEPT OF FINANCE USE

25 % OF THE FISCAL YEAR HAS ELAPSED

QUAY COUNTY
FISCAL YEAR: 2020-21
REPORT PERIOD: 09/20

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
639 WILDLIFE SERVICES	1,161.03	.00	.00	.00	.00	1,161.03
649 COUNTY IMPROVEMENTS	4,725,579.04	117,821.40	22,050.00	101,576.71	.00	4,763,873.73
650 ROAD EQUIPMENT FUND	391,143.14	365.63	.00	.00	.00	391,508.77
655 CDBG - QUAY COUNTY	46,978.17	83,888.52	.00	91,926.25	.00	38,940.44
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
GRAND TOTAL	11,106,722.80	2,389,078.39	.00	2,001,983.27	9,313.62	11,503,131.54

Local DWI Distribution Program

Financial Status Report

Exhibit F

I. A. Program Name		Quay County		Financial Status Report No.: 1	
B. Address:		PO Box 1246 Tucumcari, NM 88401			
C. Telephone No.:		575-461-2112		11,808.24	
D. Distribution No.:		21-D-D-21		30-Sep-20	
		II. Distribution Received:		III. Distribution Balance:	
		A. September: 30,575.00		A. Distribution Year To Date: \$30,575.00	
		B. December: 0.00		B. Expenditures Year To Date: \$18,766.76	
		C. March: 0.00		C. Expenditures This Quarter: \$18,766.76	
		D. June: 0.00		D. Distribution Balance: \$11,808.24	
		E. Total Year To Date: 30,575.00		IV. Report Period Ending: 30-Sep-20	
Budget Line Items		Distribution		In-Kind Match	
		Approved Budget	Expenditures This Report	Expenditures YTD	
ADMINISTRATIVE					
Personnel Services					
Employee Benefits					
PROGRAM					
Personnel Services		62,200.00	12,596.70	1,616.35	Per. Serv.
Employee Benefits		13,000.00	2,731.63	251.51	Empl. Ben.
Travel (In-State)		5,140.00	0.00		
Travel (Out-of-State)		0.00	0.00		
Supplies		5,000.00	548.90		
Operating Costs		14,000.00	2,889.53		
Contractual Services		0.00	0.00		
Minor Equipment		0.00	0.00		
Capital Purchases		0.00	0.00		
TOTALS		99,340.00	18,766.76	4,342.76	4,342.76

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 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.

Cheryl Simpson
Program Fiscal Officer (Printed Name and Title)

Cheryl Simpson
Program Fiscal Officer (Printed Name and Title)

Andrea Shafer
Program Representative (Printed Name and Title)

Andrea Shafer
Program Representative (Signature)

(DFA/Local Government Division Use Only)

Date

Local Government Division Program Manager

Date

Local Government Division Fiscal Officer

LOCAL DWI DISTRIBUTION PROGRAM
Distribution Program Financial Status Report
Breakdown By Component

Exhibit F (1)
0

Program: Quav County
Dist. No.: 21-D-21
Report No. 1

Total Distribution Reported This Quarter
Total In-Kind Match This Quarter
Total Expenditures Reported This Quarter

18,766.76
4,342.76
23,109.52

Distribution:

	Budget	This Report	Remaining Budget	Expenditures YTD
Prevention	0.00		0.00	0.00
Enforcement	0.00		0.00	0.00
Screening	0.00		0.00	0.00
Treatment: Outpatient/Jailbased	0.00		0.00	0.00
Compliance Monitoring/Tracking	54,540.00	10,711.94	43,828.06	10,711.94
Coor, Plan & Eval	44,800.00	8,054.82	36,745.18	8,054.82
Alternative Sentencing	0.00		0.00	0.00
Totals:	99,340.00	18,766.76	80,573.24	18,766.76

In-Kind Match:

	Budget	This Report	Remaining Budget	Expenditures YTD	Additional In-Kind/Match
Prevention	0.00		0.00	0.00	
Enforcement	0.00		0.00	0.00	
Screening	2,000.00	700.00	1,300.00	700.00	
Treatment: Outpatient/Jailbased	0.00		0.00	0.00	
Compliance Monitoring/Tracking	17,300.00	3,642.76	13,657.24	3,642.76	
Coor, Plan & Eval	1,100.00		1,100.00	0.00	
Alternative Sentencing	0.00		0.00	0.00	
Totals:	20,400.00	4,342.76	16,057.24	4,342.76	0.00

Checks:

23,109.52 ↔
23,109.52 ↔
23,109.52

23,109.52 ↔
23,109.52 ↔
0.00

Total Expenditures This Period
Total Expenditures Year to Date:
Total Additional In-Kind Match Year to Date:

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. 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.

Cheryl Sampson
Program Representative (Signature)

Finance Director
Title

10/19/2020
Date

Exhibit G - Distribution

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: Quay County
Distribution No.: 21-D-D-21
Quarter Report No.: 1

Total Distribution This Quarter: 18,766.76
Total In-Kind Match This Quarter: 4,342.76
Total Expenditures Reported This Quarter: 23,109.52

Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pav Period	Name	Job Title	Document Identifier	Amount	Component
7/1-4/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	356.84	Coordinator
7/5-18/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	1,297.60	Coordinator
7/19-8/1/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	1,297.60	Coordinator
8/2-15/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	1,297.60	Coordinator
8/16-29/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	1,297.60	Coordinator
8/30-9/12/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	1,297.60	Coordinator
7/1-4/2020	Richard Marano	DWI Compliance	Direct Deposit	299.86	Compliance
7/5-18/2020	Richard Marano	DWI Compliance	Direct Deposit	1,090.40	Compliance
7/19-8/1/2020	Richard Marano	DWI Compliance	Direct Deposit	1,090.40	Compliance
8/2-15/2020	Richard Marano	DWI Compliance	Direct Deposit	1,090.40	Compliance
8/16-29/2020	Richard Marano	DWI Compliance	Direct Deposit	1,090.40	Compliance
8/30-9/12/2020	Richard Marano	DWI Compliance	Direct Deposit	1,090.40	Compliance
Total Personnel Services:				12,596.70	

Employee Benefits

Pav Period	Name	Job Title	Document Identifier	Description	Amount	Component
7/1-4/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	7/9/2020	64.48	Coordinator
7/5-18/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	7/23/2020	228.64	Coordinator
7/19-8/1/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	8/6/2020	228.64	Coordinator
8/2-15/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	8/20/2020	228.64	Coordinator
8/16-29/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	9/3/2020	228.64	Coordinator

Exhibit G - Distribution

8/30-9/12/2020	Andrea Shafer	DWI Coordinator	Direct Deposit	9/17/2020	230.94	Coordinator
7/1-4/2020	Richard Marano	DWI Compliance	Direct Deposit	7/9/2020	54.54	Compliance
7/5-18/2020	Richard Marano	DWI Compliance	Direct Deposit	7/23/2020	192.48	Compliance
7/19-8/1/2020	Richard Marano	DWI Compliance	Direct Deposit	8/6/2020	192.48	Compliance
8/2-15/2020	Richard Marano	DWI Compliance	Direct Deposit	8/20/2020	192.48	Compliance
8/16-29/2020	Richard Marano	DWI Compliance	Direct Deposit	9/3/2020	192.48	Compliance
8/30-9/12/2020	Richard Marano	DWI Compliance	Direct Deposit	9/17/2020	194.78	Compliance
7/28/2020	NMCIA	Workers Comp Premium	Ref 69; Ck #41317	8/6/2020	502.41	Compliance
Total Employee Benefits:					2,731.63	

Travel (In-State)						Component
Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	
Total Travel (In-State):					0.00	

Travel (Out-of-State)						Component
Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	
Total Travel (Out-of-State):					0.00	

Supplies (*List Prevention Giveaways/Promotional Items separately below)						Component
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	
7/22/2020	Humberto Marquez	Water Dispenser	7/23/2020	Ref 374; Ck #41231	89.73	Compliance
9/6/2020	Blue360 Media, LLC	NM Criminal Law Manual	9/10/2020	Ref. 225; Ck #41467	67.72	Compliance
8/26/2020	Card Credit Services-2123	WiFi Router	9/24/2020	Ref. 422; Ck #41536	193.25	Compliance
8/26/2020	Card Credit Services-2123	IT Switch Box	9/24/2020	Ref. 425; Ck #41536	198.20	Compliance

*Prevention Giveaways/Promotional Items						Component
Total Supplies:					548.90	

Operating Costs						Component
Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	
7/1/2020	Benchmark Bus. Solutions	Copier Lease	7/9/2020	Ref 146; Ck #41126	40.95	Compliance
7/31/2020	Benchmark Bus. Solutions	Copier Lease	8/6/2020	Ref 164; Ck #41285	37.70	Compliance
8/31/2020	Benchmark Bus. Solutions	Copier Lease	9/10/2020	Ref 182; Ck #41466	62.03	Compliance
7/31/2020	Quadient Leasing USA	Postage Meter Lease	8/6/2020	Ref 178; Ck #41323	59.51	Compliance
8/31/2020	Postage DWI	Postage	8/31/2020	Ref 23; Journal Entry	25.00	Compliance

Exhibit G - Distribution

7/1/2020	Quay County Treasurer	Office Lease	7/23/2020	Ref 369; Ck 41214	600.00	Compliance
8/1/2020	Quay County Treasurer	Office Lease	8/20/2020	Ref 379; Ck 41361	600.00	Compliance
9/1/2020	Quay County Treasurer	Office Lease	9/26/2020	Ref 310; Ck 41564	600.00	Compliance
7/6/2020	Xcel	Electricity	7/23/2020	Ref 305; Ck 41189	135.98	Compliance
8/3/2020	Xcel	Electricity	8/20/2020	Ref 370; Ck 41362	169.94	Compliance
9/2/2020	Xcel	Electricity	9/10/2020	Ref 136; Ck 41455	152.72	Compliance
7/13/2020	NM Gas Company	Gas	7/23/2020	Ref 385; Ck 41233	72.00	Compliance
8/12/2020	NM Gas Company	Gas	9/10/2020	Ref 585; Ck 41451	72.00	Compliance
9/11/2020	NM Gas Company	Gas	9/26/2020	Ref 319; Ck 41558	52.00	Compliance
7/22/2020	City of Tucumcari	Water	8/6/2020	Ref 436; Ck #41277	104.85	Compliance
8/8/2020	City of Tucumcari	Water	9/10/2020	Ref 575; Ck #41448	104.85	Compliance

Total Operating Costs: 2,889.53

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component
Total Contractual Services:					0.00	

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Minor Equipment:					0.00	

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Capital Purchases:					0.00	

Total Distribution Expenditures for the Quarter:

18,766.76

Check: 18766.76

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 that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source

for the same service provided to the same client at the same time.

Cheryl Simpson

Program Representative (Signature)

Finance Director

Title

10/19/2020

Date

Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: Quay County
Distribution No.: 21-D-D-21
Quarter Report No.: 1

Total Distribution This Quarter: 18,766.76
Total In-Kind Match This Quarter: 4,342.76
Total Expenditures Reported This Quarter: 23,109.52

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
July, August, September	Cheryl Simpson	Finance Director	In Kind Certification	45 hrs@ \$20.45	920.25	Compliance
July, August, September	Sheryl Chambers	A/P Clerk	In Kind Certification	30 hrs@ \$17.37	\$51.10	Compliance
July, August, September	DWI Council Meetings	Voting Members	In Kind Certification	7 Members @ \$25	175.00	Compliance
Total Personnel Services:					1,616.35	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
July, August, September	Cheryl Simpson	Finance Director	In Kind Certification	Wages @ 17.45%	160.58	Compliance
July, August, September	Sheryl Chambers	A/P Clerk	In Kind Certification	Wages @ 17.45%	90.93	Compliance
Total Employee Benefits:					251.51	

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component
Total Personnel Services:				0.00	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:					0.00	

Travel (In-State)

Exhibit G - Distribution in-Kind Match

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					0.00	

Travel (Out-of-State)						
Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (Out-of-State):					0.00	

Supplies						
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Supplies:					0.00	

Operating Costs						
Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
6/18/2020	AT&T Mobility	Cellphone	7/9/2020	Ref #7: Ck #41116	85.51	Compliance
7/1/2020	Plateau	Internet Service	7/9/2020	Ref #161: Ck #41119	451.50	Compliance
7/18/2020	AT&T Mobility	Cellphone	8/6/2020	Ref #415: Ck #41276	86.74	Compliance
8/1/2020	Plateau	Internet Service	8/6/2020	Ref #183: Ck #41278	451.52	Compliance
8/18/2020	AT&T Mobility	Cellphone	9/10/2020	Ref #553: Ck #41446	86.76	Compliance
9/1/2020	Plateau	Internet Service	9/10/2020	Ref #201: Ck #41452	451.13	Compliance
9/18/2020	AT&T Mobility	Cellphone	10/1/2020	Ref #451: Ck #41584	86.74	Compliance
Total Operating Costs:					1,699.90	

Contractual Services						
Date(s) Incurred	Vendor/Contractor	Description	Check Date	Document Identifier	Amount	Component
6/8/2020	Lou's Clinical Lab, Inc	UA Testing	7/23/2020	Ref #372: Ck #41232	50.00	Compliance
7/31/2020	Lou's Clinical Lab, Inc	UA Testing	8/20/2020	Ref #385: Ck #41393	25.00	Compliance
7/30/2020	Noble Software Group LLC	Noble Assessment Platform	8/6/2020	Ref #211: Ck #41318	700.00	Screening
Total Contractual Services:					775.00	

Minor Equipment						
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Minor Equipment:					0.00	

Capital Purchases						
Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Capital Purchases:					0.00	

Total In-Kind Match: 4,342.76

Check: 4342.76

Exhibit G - Distribution In-Kind Match

<u>Additional In-Kind Match</u>	<u>Total Amount</u>	<u>Fee Amount & Source</u>	<u>Additional Sources</u>
Prevention			
Enforcement			
Screening			
Domestic Violence			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			
Total	\$ -		

Screening Fees Collected Summary

	<u>Amount of all fees collected this reporting period</u>	<u>Amount of all fees spent this reporting period</u>
FY21 Beginning Fee Balance for Screening	8,940.74	\$ 150.00
\$	\$	\$ 700.00

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/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Cheryl Simpson
Program Representative (Signature)

Finance Director
Title

10/19/2020
Date

**FY 2020-2021
QUAY COUNTY
RESOLUTION NO. 12**

**RECOGNIZING THE OBJECTIONS OF THE QUAY COUNTY
BOARD OF COUNTY COMMISSIONERS TO CERTAIN
PROPOSALS BEFORE THE NEW MEXICO CIVIL RIGHTS
COMMISSION**

WHEREAS, the New Mexico Civil Rights Commission was established by the New Mexico Legislature in response to certain high-profile civil rights violations in other states; and

WHEREAS, among the proposals presented to the New Mexico Civil Rights Commission is the establishment of a new state law cause of action which would be filed in state court and would not be subject to removal to federal court; and

WHEREAS, among the proposals presented are the elimination of the defense of qualified immunity to governmental employees and entities against whom claims are made; and

WHEREAS, based upon the research presented by New Mexico Counties and others, only a small percentage of civil rights claims are actually dismissed as a result of the application of the defense of qualified immunity; and

WHEREAS, local governmental entities primarily provide law enforcement and detention services to its local citizens and are already responsible for claims of civil rights violations made against those entities; and

WHEREAS, at least one neighboring state has also proposed to establish a \$25,000 personal liability on any officer or employee found liable for violation of civil rights; and

WHEREAS, this imposition of personal, non-indemnified liability will have a chilling effect on the abilities of New Mexico law enforcement and detention facilities to hire law enforcement officers and detention officers; and

WHEREAS, all brokers and insurers who have appeared before the Commission, as well as brokers and insurance carriers working with Quay County, have indicated that such a change would likely result in a premium increase which, until the terms of the legislation are finalized, cannot be quantified; and

WHEREAS, these increases could cripple smaller entities in their ability to provide services to their residents and might result in tax increases on everyone; and

WHEREAS, the jurisprudence developed by the federal courts for violation of federal civil rights is well established while the proposals could result in a total reset of state civil rights jurisprudence.


NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Quay County, New Mexico, that:

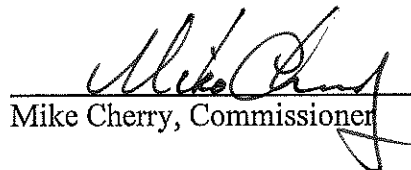
1. Quay County opposes any effort to expand state court jurisdiction for civil rights violations. Such expansion serves no purpose other than to create the potential for inconsistent results thereby making it more difficult for law enforcement officers to know if actions are permissible or impermissible and will result in increased costs.
2. Quay County opposes the suggestion that the defense of qualified immunity should not apply to any civil rights action brought in state court.
3. Quay County opposes any effort to impose additional personal liability on individual government officials or employees, as such conduct would likely have a chilling effect on all governmental entities to recruit, hire, and maintain critical public safety and other employees.

PASSED, APPROVED AND ADOPTED this 26th day of October, 2020.

**BOARD OF COUNTY COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO**


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

Attest:


Ellen White, County Clerk

