



**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**  
**JANUARY 24, 2022**

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

Pledge of Allegiance

Approval of Minutes-Regular Session January 10, 2022

Approval/Amendment of Agenda

**Public Comment**

**Ongoing Business**

**New Business**

- I. Larry Moore, Quay County Road Superintendent**
  - Road Update
- II. Cheryl Simpson, Quay County Finance Director**
  - Request Approval of the DFA 2<sup>nd</sup> Quarter Financial Report
  - Request Approval of the DWI 2<sup>nd</sup> Quarter Distribution Financial Report
- III. Daniel Zamora, Quay County Manager**
  - Request Approval of Plateau IT Services Master Services Agreement
  - Request Approval of One-Year Extension of Annual Leave Accrual
  - Correspondence
- IV. Indigent Claims Board**
  - Call Meeting to Order
  - Request Approval of Indigent Minutes for the December 13, 2021 Meeting
  - Request Approval of Claims Prepared by Sheryl Chambers
  - Adjourn
- V. Request Approval of Accounts Payable**
- VI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**



DOC HCM-00525

03/01/2022 07:52 AM Doc Type: COCOM

Fee: (No FieldTag Finance Total Fees found)

Quay County, NM

Ellen White - County Clerk, County Clerk

Pages: 30



**VII. Request for Closed Executive Session**

- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

**VIII. 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

January 24, 2022  
9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 24<sup>th</sup> day January, 2022 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  
Jerri Rush, Member  
Robert Lopez, Member  
Ellen L. White, County Clerk  
Daniel Zamora, County Manager

### OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director  
Larry Moore, Quay County Road Superintendent  
Paul Lucero, Quay County Emergency Manager  
Janie Hoffman, Quay County Assessor  
Richard Primrose, Quay County Consultant  
Scott Crotzer, Tucumcari/Quay County Chamber of Commerce Director  
Michelle Miano and Jesse Heibel, Attorney's from Barnhouse Keegan Solimon & West LLP, representing Quay County Resident Dusty Stone  
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Scott Crotzer led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the January 10, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

### Public Comments:

Michelle Miano, Attorney from Barnhouse Keegan Solimon & West LLP, introduced herself and stated she looked forward to some dialog between Quay County and Dusty Stone to resolve an issue regarding cattle guards.

### NEW BUSINESS:

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

- Received correspondence authorizing work to proceed on Bridge 1625 from the Army Corps of Engineers.
- Crews are cleaning and repairing cattle guards throughout the area as residents requested.



- Crews will begin assessing road signs and posts for replacement throughout the County.
- The standards for obtaining a CDL License are changing effective February 17, at which time, a person must complete a certified course to receive licensure.
- Reclaimer and roller are fully repaired and operational.

Commissioner Rush said the Livestock Brand Inspector offered thanks to the Road Department for recent repairs to a road.

Cheryl Simpson, Quay County Finance Director presented the following items for approval:

1. Department of Finance 2<sup>nd</sup> Quarter Financial Report.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Report as presented. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

2. DWI 2<sup>nd</sup> Quarter Distribution Financial Report.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Report as presented. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

1. Requested approval of Plateau IT Services Master Services Agreement.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement as presented. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

2. Requested approval to allow a One-Year Extension of Annual Leave Accrual. Zamora explained that many employees, at no fault of their own, lost many hours of annual leave due to Covid and the need for all healthy employees to remain at work during co-workers’ times of illness. Zamora stated the employees would be allowed to use that time through the end of this calendar year.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the one-time extension of annual leave as presented. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”.

Items of correspondence from County Manager:

- Monthly Gross Receipts Tax Report.
- Reported the NMC Conference was last week and provided some valuable information.

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 Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending January 20, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

NONE

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)8 Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

THE MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Time noted 9:30 a.m.

---Executive Session---

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


Chairman McCasland reported No Action from Executive Session.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 10:15a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
  
Franklin McCasland

  
Robert Lopez

  
Jerri Rush

ATTEST:

  
Ellen L. White, County Clerk

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

**Report Recap - Fiscal Year 2021-2022 - Quay County - FY2022 Q2**

Printed from LGBMS on 2022-01-18 14:42:59

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,352,591.00	0.00	3,114,505.51	-500,000.00	1,186,704.13	14,882.67	2,795,275.05	296,676.03	2,498,599.02
20100 Corrections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20200 Environmental	104,428.00	0.00	21,330.74	0.00	634.42	0.00	125,124.32	0.00	125,124.32
20300 County Property Valuation	180,835.00	0.00	55,861.17	0.00	22,077.15	0.00	214,619.02	0.00	214,619.02
20400 County Road	575,570.00	0.00	331,410.89	-114,892.50	479,819.07	2,511.54	314,780.86	39,984.92	274,795.94
20600 Emergency Medical Services	3,840.00	0.00	12,060.00	0.00	9,560.25	0.00	6,339.75	0.00	6,339.75
20800 Farm & Range	435.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	435.00
20900 Fire Protection	1,257,330.00	0.00	1,439,005.09	-166,157.00	153,718.60	9,943.65	2,386,403.14	0.00	2,386,403.14
21100 Law Enforcement Protection	0.00	0.00	23,600.00	0.00	0.00	0.00	23,600.00	0.00	23,600.00
21800 Intergovernmental Grants	43,335.00	0.00	49,382.45	0.00	107,234.75	15,282.30	765.00	0.00	765.00
22000 Indigent Fund	305,674.00	0.00	195,510.99	0.00	149,328.23	0.00	351,856.76	0.00	351,856.76
22100 Hospital Gross Receipts Tax	1,370,998.00	0.00	901,596.86	-66,751.64	602,630.62	0.00	1,603,212.60	0.00	1,603,212.60
22300 DWI Fund	28,545.00	0.00	52,909.00	0.00	66,847.90	22.66	14,628.76	0.00	14,628.76
22500 Clerks Recording & Filing Fund	32,778.00	0.00	6,072.49	0.00	0.00	0.00	38,850.49	0.00	38,850.49
22600 Jail - Detention	139,596.00	0.00	232,438.67	500,000.00	708,901.20	8,581.40	171,714.87	0.00	171,714.87
22700 County Emergency Communications and Medical & Behavioral Health GRT	387,320.00	0.00	344,614.90	0.00	242,510.20	1,528.94	490,953.64	0.00	490,953.64
26000 American Rescue Plan Act	801,524.00	0.00	0.00	0.00	114,074.97	0.00	687,449.03	0.00	687,449.03
29900 Other Special Revenue	418,432.00	0.00	71,234.92	66,751.64	159,980.05	1,028.66	397,467.17	0.00	397,467.17

30200 CDBG (HUD) Project	68,745.00	0.00	0.00	0.00	0.00	0.00	68,745.00	0.00	68,745.00
30300 State Legislative Appropriation Project	0.00	0.00	52,608.80	0.00	52,608.80	0.00	0.00	0.00	0.00
30400 Road/Street Projects	3,088,677.00	0.00	318.06	0.00	162,223.49	0.00	2,926,771.57	0.00	2,926,771.57
39900 Other Capital Projects	2,063,185.00	0.00	7,932.32	0.00	64,249.15	3,468.16	2,010,336.33	0.00	2,010,336.33
40400 NMFA Loan Debt Service	3,951.00	0.00	416,300.10	281,049.50	281,977.81	0.00	419,322.79	0.00	419,322.79
Totals	12,227,789.00	0.00	7,328,692.96	0.00	4,565,080.79	57,249.98	15,048,651.15	336,660.95	14,711,990.20



**QUAY COUNTY**  
**FISCAL YEAR: 2021-22**  
**REPORT PERIOD: 12/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,352,591.59	3,114,505.51	( 500,000.00)	1,186,704.13	29,399.97	2,809,792.94
402 ROAD FUND	575,570.07	331,410.89	( 114,892.50)	479,819.07	2,511.54	314,780.93
403 FARM & RANGE FUND	435.45	.00	.00	.00	.00	435.45
406 HEALTH CARE ASSISTANCE FUND	305,073.55	195,510.99	.00	149,328.23	.00	351,856.31
407 FIRE DISTRICT NO 1 FUND	80,834.28	78,787.16	( 25,164.00)	33,677.12	1,809.75	102,590.07
408 FIRE DISTRICT NO 2 FUND	63,099.20	199,380.76	( 30,480.00)	13,207.10	.00	218,792.86
409 FIRE DISTRICT NO 3 FUND	47,475.60	51,819.89	( 24,086.00)	9,453.78	.00	65,755.71
410 NARA VISA FIRE FUND	149,888.37	328,616.92	.00	12,348.10	.00	466,137.19
411 FORREST FIRE FUND	82,658.06	80,582.22	( 12,589.00)	16,890.71	.00	133,760.57
412 JORDAN FIRE FUND	171,263.62	76,446.94	( 22,151.00)	13,288.64	3,486.97	215,757.89
413 BARD ENDEE FIRE FUND	151,632.34	398,650.72	( 17,118.00)	29,245.43	1,009.33	504,928.96
414 EMERGENCY MEDICAL SERV FUND	3,839.28	12,060.00	.00	9,560.25	.00	6,339.03
415 QUAY FIRE DIST FUND	153,740.52	141,723.74	( 22,138.00)	7,258.16	.00	266,068.10
416 FORESTRY FIRE FUNDS	148,794.14	5,885.92	.00	21,241.89	815.00	134,253.37
418 PORTER FIRE DEPT.	314,867.37	44,708.27	( 12,431.00)	12,814.58	2,693.59	337,023.65
419 QUAY COUNTY EMERGENCY MANAG	43,335.32	49,382.45	.00	107,234.75	765.00	( 13,751.98)
420 QUAY COUNTY FIRE MARSHALL	41,889.68	38,288.47	.00	5,534.98	944.01	75,587.18
421 DETENTION CENTER	115,528.70	232,438.67	500,000.00	700,565.92	8,581.40	155,982.85
430 SAFETY NET CARE POOL FUND	.00	.00	66,751.64	66,751.64	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	387,320.93	344,614.90	.00	242,510.20	1,528.94	490,954.57
499 REAPPRAISAL FUND	180,834.97	55,861.17	.00	22,077.15	.00	214,618.99
501 HOSPITAL FUND	1,370,987.97	901,596.86	( 66,751.64)	602,630.62	.00	1,603,212.57
503 RURAL ADDRESSING FUND	16,746.25	2,488.11	.00	2,110.71	.00	17,123.65
516 ASAP - OTHER CHARGES	9,583.46	7.84	.00	1,083.10	.00	8,508.20
520 TUC. DOMESTIC VIOLENCE PROGRA	4,555.32	1,618.55	.00	2,323.90	213.66	4,063.63
562 DEBT SERVICE	.00	.00	281,049.50	281,049.50	.00	.00
563 NMFA DEBT RESERVE	3,950.32	416,300.10	.00	928.31	.00	419,322.11
607 LAW ENFORCEMENT PROTECTION F	.00	23,600.00	.00	.00	.00	23,600.00
610 JUVENILE DET OFFICER FUND	24,067.44	.00	.00	8,335.28	.00	15,732.16
613 PRIMARY CARE CLINIC	145,289.55	54,748.89	.00	58,501.64	.00	141,534.80
621 CLERK'S EQUIP REC FUND	32,777.84	6,072.49	.00	.00	.00	38,850.33
622 DWI DISTRIBUTION	21,777.66	52,909.00	.00	66,847.90	22.66	7,861.42
623 ENVIRONMENTAL GROSS REC FUND	104,427.49	21,330.74	.00	634.42	.00	125,123.81
624 DWI GRANT FUND	6,766.74	.00	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	44,950.65	3,657.61	.00	270.02	.00	48,338.24
631 DWI PROBATION FEES	21,124.08	2,125.00	.00	1,856.88	.00	21,392.20
632 DWI SCREENING FEES	8,860.74	650.00	.00	700.00	.00	8,810.74
634 DWI UA FEES	12,290.06	55.00	.00	140.47	.00	12,204.59

**QUAY COUNTY**  
**FISCAL YEAR: 2021-22**  
**REPORT PERIOD: 12/21**

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
639 WILDLIFE SERVICES	6,236.03	.00	.00	5,000.00	.00	1,236.03
649 COUNTY IMPROVEMENTS	4,767,587.66	60,541.12	.00	279,081.44	3,468.16	4,552,515.50
650 ROAD EQUIPMENT FUND	384,273.83	318.06	.00	.00	.00	384,591.89
654 AMERICAN RESCUE PLAN ACT	801,524.00	.00	.00	114,074.97	.00	687,449.03
655 CDBG - QUAY COUNTY	38,281.58	.00	.00	.00	.00	38,281.58
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
GRAND TOTAL	12,227,785.34	7,328,692.96	.00	4,565,080.79	57,249.98	15,048,647.49

**Local DWI Distribution Program  
Financial Status Report**

Exhibit F

Financial Status Report No.: 2

I. A. Program Name: Quay County		II. Distribution Received:		III. Distribution Balance:	
B. Address: PO Box 1246		A. September: 26,514.00		A. Distribution Year To Date: \$52,684.00	
Tucumcari, NM 88401		B. December: 26,170.00		B. Expenditures Year To Date: \$45,270.45	
C. Telephone No.: 575-461-2112		C. March: 0.00		C. Expenditures This Quarter: \$22,609.58	
D. Distribution No.: 22-D-D-21		D. June: 0.00		D. Distribution Balance: \$7,413.55	
		E. Total Year To Date: 52,684.00		IV. Report Period Ending: 31-Dec-21	

7413.55

Budget Line Items	Distribution				In-Kind Match				
	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	
ADMINISTRATIVE*									
Personnel Services					7,000.00	1,666.35	3,542.30	3,457.70	Per. Serv.
Employee Benefits					1,000.00	264.61	470.78	529.22	Empl. Ben.
PROGRAM									
Personnel Services	63,500.00	15,538.00	32,259.95	31,240.05	0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	11,800.00	2,717.96	5,845.64	5,954.36	0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel Out
Supplies	4,286.00	301.52	3,845.28	442.72	2,500.00	230.94	2,214.51	285.49	Supplies
Operating Costs	12,800.00	4,052.10	5,166.68	7,633.32	6,500.00	919.20	3,818.12	2,681.88	Operating
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Cap Purch
<b>TOTALS</b>	<b>95,386.00</b>	<b>22,609.58</b>	<b>50,117.55</b>	<b>45,270.45</b>	<b>18,000.00</b>	<b>3,081.10</b>	<b>11,045.71</b>	<b>6,954.29</b>	

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 Finance*  
Program Fiscal Officer (Printed Name and Title) *Director*

*Cheryl Simpson* 1/11/2022  
Program Fiscal Officer (Signature) Date

\_\_\_\_\_  
Program Representative (Printed Name and Title)

\_\_\_\_\_  
Program Representative (Signature) Date

(DFA Local Government Division Use Only)

\_\_\_\_\_  
Local Government Division Fiscal Officer Date

\_\_\_\_\_  
Local Government Division Program Manager Date



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

Exhibit F (1)  
0

Program: Quay County  
 Dist. No.: 22-D-D-21  
 Report No. 2

Total Distribution Reported This Quarter	<u>22,609.58</u>
Total In-Kind Match This Quarter	<u>3,081.10</u>
Total Expenditures Reported This Quarter	<u>25,690.68</u>

**Distribution:**

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
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	51,488.00	12,751.52	26,059.83	25,428.17
Coor, Plan & Eval	43,900.00	9,858.06	24,057.72	19,842.28
Alternative Sentencing	0.00		0.00	0.00
<b>Totals:</b>	<u>95,388.00</u>	<u>22,609.58</u>	<u>60,117.55</u>	<u>45,270.45</u>

**In-Kind Match:**

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind/Match</u>
Prevention	0.00		0.00	0.00	
Enforcement	0.00		0.00	0.00	
Screening	1,000.00		300.00	700.00	
Treatment: Outpatient/Jailbased	0.00		0.00	0.00	
Compliance Monitoring/Tracking	15,000.00	3,081.10	8,745.71	6,254.29	
Coor, Plan & Eval	2,000.00		2,000.00	0.00	
Alternative Sentencing	0.00		0.00	0.00	
<b>Totals:</b>	<u>18,000.00</u>	<u>3,081.10</u>	<u>11,045.71</u>	<u>6,954.29</u>	<u>0.00</u>

Total Expenditures This Period:	<u>25,690.68</u>	↔	Checks: <u>25,690.68</u>
Total Expenditures Year to Date:	<u>52,224.74</u>	↔	<u>52,224.74</u>
Total Additional In-Kind Match Year to Date:	<u>0.00</u>		

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 Simpson*  
 Program Representative (Signature)

*Finance Director*  
 Title

*1/11/2022*  
 Date

Exhibit G - Distribution

## Exhibit G - Distribution

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: Quay County  
Distribution No.: 22-D-D-21  
Quarter Report No.: 2

Total Distribution This Quarter: 22,609.58  
Total In-Kind Match This Quarter: 3,081.10  
Total Expenditures Reported This Quarter: 25,690.68

### Distribution Expenditures:

#### ADMINISTRATIVE

*Administrative expenses are not allowed.*

#### PROGRAM

##### Personnel Services

Pay Period	Name	Job Title	Document Identifier		Amount	Component
9/26-10/9/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	10/14/2021	1,377.60	Coordinator
10/10-23/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	10/18/2021	1,377.60	Coordinator
10/24-11/6/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	11/10/2021	1,377.60	Coordinator
11/7-20/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	11/24/2021	1,377.60	Coordinator
11/21-12/4/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	12/9/2021	1,377.60	Coordinator
12/5-18/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	12/22/2021	1,502.60	Coordinator
9/26-10/9/2021	Richard Marano	DWI Compliance	Direct Deposit	10/14/2021	1,170.40	Compliance
10/10-23/2021	Richard Marano	DWI Compliance	Direct Deposit	10/18/2021	1,170.40	Compliance
10/24-11/6/2021	Richard Marano	DWI Compliance	Direct Deposit	11/10/2021	1,170.40	Compliance
11/7-20/2021	Richard Marano	DWI Compliance	Direct Deposit	11/24/2021	1,170.40	Compliance
11/21-12/4/2021	Richard Marano	DWI Compliance	Direct Deposit	12/9/2021	1,170.40	Compliance
12/5-18/2021	Richard Marano	DWI Compliance	Direct Deposit	12/22/2021	1,295.40	Compliance

##### Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
9/26-10/9/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/8/2021	242.60	Coordinator
10/10-23/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/22/2021	242.60	Coordinator
10/24-11/6/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/5/2021	242.60	Coordinator
11/7-20/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/19/2021	242.60	Coordinator

## Exhibit G - Distribution

11/21-12/4/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/2/2021	242.60	Coordinator
12/5-18/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/16/2021	254.46	Coordinator
9/26-10/9/2021	Richard Marano	DWI Compliance	Direct Deposit	7/8/2021	206.44	Compliance
10/10-23/2021	Richard Marano	DWI Compliance	Direct Deposit	7/22/2021	206.44	Compliance
10/24-11/6/2021	Richard Marano	DWI Compliance	Direct Deposit	8/5/2021	206.44	Compliance
11/7-20/2021	Richard Marano	DWI Compliance	Direct Deposit	8/19/2021	206.44	Compliance
11/21-12/4/2021	Richard Marano	DWI Compliance	Direct Deposit	9/2/2021	206.44	Compliance
12/5-18/2021	Richard Marano	DWI Compliance	Direct Deposit	9/16/2021	218.30	Compliance

**Total Employee Benefits:** 2,717.96

## Travel (In-State)

[illegible]

**Total Travel (In-State):** 0.00

## Travel (Out-of-State)

[illegible]

**Total Travel (Out-of-State):** 0.00

**Supplies (\*List Prevention Giveaways/Promotional Items separately below)**

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
10/18/2021	Amazon Capital	Office Supplies	11/4/2021	Ref 538; Check #46432	17.79	Compliance
10/22/2021	Amazon Capital	Office Supplies	11/4/2021	Ref 537; Check #46432	160.95	Compliance
10/29/2021	Amazon Capital	Office Supplies	11/4/2021	Ref 572; Check #46432	55.43	Compliance
11/19/2021	Amazon Capital	Office Supplies	12/10/2021	Ref 240; Check #46624	67.35	Compliance

**\*Prevention Giveaways/Promotional Items**

[illegible]

**Total Supplies:** 301.52

### Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
10/30/2021	Quadient Leasing USA	Postage Meter Lease	11/18/2021	Ref 290; Check #46559	59.51	Compliance
10/7/2021	Quay County Treasurer	Office Lease	10/21/2021	Ref 329; Check #46359	600.00	Compliance
11/1/2021	Quay County Treasurer	Office Lease	11/4/2021	Ref 95; Check #46463	600.00	Compliance
12/1/2021	Quay County Treasurer	Office Lease	12/10/2021	Ref 138; Check #46672	600.00	Compliance
10/1/2021	Xcel	Electricity	10/21/2021	Ref 323; Check #46326	110.00	Compliance



Exhibit G - Distribution

11/2/2021	Xcel	Electricity	11/9/2021	Ref 241; Check #46509	76.48	Compliance
12/2/2021	Xcel	Electricity	12/10/2021	Ref 326; Check #46775	65.23	Compliance
10/13/2021	NM Gas Company	Gas	10/21/2021	Ref 323; Check #46350	105.00	Compliance
11/9/2021	NM Gas Company	Gas	11/18/2021	Ref 394; Check #46553	105.00	Compliance
12/13/2021	NM Gas Company	Gas	12/30/2021	Ref 446; Check #46797	105.00	Compliance
9/29/2021	City of Tucumcari	Water	10/7/2021	Ref 27&28; Check #46249	157.61	Compliance
10/9/2021	City of Tucumcari	Water	11/9/2021	Ref 197; Check #46504	107.61	Compliance
11/23/2021	City of Tucumcari	Water	12/1/2021	Ref 487; Check #46590	107.61	Compliance
10/13/2021	Ricoh Copiers	Copier Lease	10/21/2021	Ref 298&299; Check #46363	131.22	Compliance
9/11/2021	Ricoh Copiers	Copy Charges	10/21/2021	Ref 387&388; Check #46364	73.07	Compliance
11/1/2021	Ricoh Copiers	Copy Charges	11/18/2021	Ref 357; Check #46564	25.48	Compliance
11/12/2021	Ricoh Copiers	Copier Lease	12/10/2021	Ref 50; Check #46677	65.61	Compliance
12/1/2021	Ricoh Copiers	Copy Charges	1/10/2022	Ref 306; Check #46892	22.66	Compliance
10/14/2021	NM DWI Coord. Affiliate	Membership Dues	10/21/2021	Ref 366; Check #46351	150.00	Compliance
11/30/2021	Card Service - 2172	Conference Registration	12/17/2021	Ref 378; Check #46779	225.00	Compliance
10/5/2021	US Postal Service	PO Box Annual Fee	10/7/2021	Ref 119; Check #46307	100.00	Compliance
10/1/2021	Plateau	Phone & Internet	10/7/2021	Ref 193; Check #46253	460.01	Compliance
Total Operating Costs:					4,052.10	

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: 22,609.58

Check: 22609.58

Exhibit G - Distribution

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.

Cheyl Simpson

Program Representative (Signature)

Finance Director

Title

1/11/2022

Date

## Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item  
LOCAL DWI PROGRAM

County/ Municipality: Quay County  
Distribution No.: 22-D-D-21  
Quarter Report No.: 2

Total Distribution This Quarter: 22,609.58  
Total In-Kind Match This Quarter: 3,081.10  
Total Expenditures Reported This Quarter: 25,690.68

### In-Kind Match Expenditures:

#### ADMINISTRATIVE

##### Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Oct, Nov, Dec	Cheryl Simpson	Finance Director	In Kind Certification	45 hrs @\$21.45	965.25	Compliance
Oct, Nov, Dec	Sheryl Chambers	A/P Clerk	In Kind Certification	30 hrs @\$18.37	551.10	Compliance
Oct, Nov, Dec	DWI Council Meetings	Voting Members	In Kind Certification	8 members @ \$25	150.00	Compliance
Total Personnel Services:					1,666.35	

##### Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Oct, Nov, Dec	Cheryl Simpson	Finance Director	In Kind Certification	Wages @ 17.45%	168.44	Compliance
Oct, Nov, Dec	Sheryl Chambers	A/P Clerk	In Kind Certification	Wages @ 17.45%	96.17	Compliance
Total Employee Benefits:					264.61	

#### PROGRAM

##### Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	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
12/9/2021	Premier Biotech, Inc.	Testing Supplies	12/30/2021	Ref 384; Check #46805	230.94	Compliance
Total Supplies:					230.94	

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
11/1/2021	Plateau	Internet Service	11/4/2021	Ref 122; Check #46458	459.57	Compliance
12/1/2021	Plateau	Internet Service	12/10/2021	Ref 198; Check #46616	459.63	Compliance
Total Operating Costs:					919.20	

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 In-Kind Match: 3,081.10

Exhibit G - Distribution In-Kind Match

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

Screening Fees Collected Summary

FY22 Beginning Fee Balance for Screening	Amount of all screening fees collected this reporting period	Amount of all screening fees spent this reporting period
\$ 8,860.74	\$ 200.00	\$ -

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.

Cheyl Simpson  
Program Representative (Signature)

Finance Director  
Title

1/11/2022  
Date

# Plateau IT Services

## Master Services Agreement 2021

### PLATEAU IT Services MASTER SERVICES AGREEMENT

This IT Services Master Services Agreement ("Agreement") is between Plateau Telecommunications, Incorporated, a New Mexico corporation ("Plateau") and Quay County ("Customer"), a New Mexico business. By entering into this Agreement, Customer hereby agrees to be bound by and abide with the terms and conditions of this Agreement. This Agreement is made effective as of the date of the latter signature hereof (the "Effective Date").

#### 1. IT SERVICES

1.1. Plateau shall provide specific IT Services as defined and set out in an executed Scope of Work ("SOW") for each service and/or project performed by Plateau for the Customer.

##### 1.2. Compensation

1.2.1. Invoices shall be payable ten (10) days after approval by Customer for services performed. Customer must notify Plateau within ten (10) days of receipt of the invoice of any discrepancies which require correction of or any additions as a precedent for payment of such charges. If no discrepancies are noted within ten (10) days of receipt of invoice, the invoice will be considered to be approved. On invoices where discrepancies are noted, all charges not identified for correction will be considered approved and shall be due and payable in accordance with this section. Customer and Plateau shall diligently work toward resolution of all billing issues.

Customer's failure to make payment to Plateau in accordance with the payment terms herein shall constitute a material breach of this Agreement and shall be cause for termination by Plateau.

1.2.2. Each Plateau IT Service shall be of one of the following forms:

##### 1.2.2.1. Data Center

The fees and payments due hereunder are defined in an executed SOW. All monthly recurring Data Center Services ("Data Center Services") are billed in advance for each month with the first month being prorated from the date the service commences ("Start Date") to the end of the month. Start-up fees, if any and defined in the SOW, are due and payable with the signing of the applicable SOW. Data Center Services shall continue to be billed until the services are terminated by the customer, and shall be subject to an early termination fee as defined by this Agreement if the term of the Data Center Service as defined in the SOW is not completed. Service is subject to interruption and disconnection by Plateau for nonpayment of monthly service fees or any other fees and associated expenses due and payable by Customer.

#### 1.2.2.2. Time & Expense

Customer shall pay Plateau for services performed hereunder a sum equal to the time rates for the job classification, plus expenses. Plateau shall submit itemized monthly invoices to Customer. A schedule of time and expense rates is attached as Exhibit A. These rates shall be valid for twelve (12) months from the date this Agreement is originally executed; and on each subsequent anniversary of this Agreement, the schedule of rates shall be reviewed and new rates shall be mutually agreed to by both Customer and Plateau until completion or termination of this Agreement.

Copy, postage, telephone, faxes, local travel mileage less than 50 miles per day, and technology will be charged as a surcharge of 7% of the labor. Expenses not covered by the surcharge will be itemized separately on the invoice and require prior Customer approval.

#### 1.2.2.3. Managed Services

The fees and payments due hereunder are defined in an executed SOW. All monthly recurring Managed Services ("Managed Services") are billed in advance for each month with the first month being prorated from the date the service commences ("Start Date") to the end of the month. Start-up fees, if any and defined in the SOW, are due and payable with the signing of the applicable SOW. Managed Service shall continue to be billed until the services are terminated by the customer, and shall be subject to an early termination fee as defined by this Agreement if the term of the Managed Service as defined in the SOW is not completed. Service is subject to interruption and disconnection by Plateau for nonpayment of monthly service fees or any other fees and associated expenses due and payable by Customer.

#### 1.2.2.4. Project Work

Project Work shall be billed as a fixed fee service as defined in the applicable SOW. An upfront payment, as defined in the applicable SOW, shall be due upon SOW execution. Work will not commence until payment of the upfront payment is made. The remainder of the payment shall be due upon completion of work by Plateau and acceptance of work by Customer, which shall not be unreasonably withheld. Large projects may require intermediate payments and any such intermediate payment shall be defined in the executed SOW.

#### 1.2.3. Late Fees

Commencing thirty (30) days after the billing date, Plateau may charge, and the Customer agrees to pay interest on the past due balance at a rate equal to the lesser of one and one half percent (1½%) per month or the maximum rate of interest allowable by applicable law. Late payment charges shall be included on the next invoice. All amounts received by Plateau shall be applied first to accrued unpaid interest and then to outstanding invoices for services and associated expenses.

#### 1.2.4. Taxes and Other Charges

All amounts due hereunder will be subject to the applicable gross receipts or sales taxes, which will be billed in addition to the amount due.

## 2. TERMINATION

2.1. Termination of this Agreement is permissible with 30 days' written notice if there are not any active SOWs with IT Services being performed by Plateau. Sections 1, 4, 6, 7, 9, 10, 11, 12, 14, 15, 16 and 19 of this Agreement shall survive termination of this Agreement.

2.2. Termination of a SOW is permissible under the following conditions:



#### 2.2.1. Lack of Performance by Plateau

Termination by Customer is permitted without charge only in the case where all of the services provided hereunder as defined by an applicable SOW executed by Customer are unavailable or out of service for a period of seven consecutive days from ticket open, other than due to Force Majeure, provided Customer works in good faith with Plateau to correct the outage and does not contribute to the outage intentionally or not, by action, inaction, or omission. In such case, service fees and associated expenses will be due up to the ticket-open date.

#### 2.2.2. Standard Termination

The Customer may terminate this Agreement with 30 days' written notice ("Termination Date") if the applicable SOW Term Period has expired. The Customer shall pay all applicable service fees and charges up to the termination date.

#### 2.2.3. Early Termination

The Customer may terminate an applicable SOW with 30 days' written notice ("Early Termination Date") if the Term Period has not concluded. The Customer shall pay all applicable service fees and associated expenses up to the Early Termination Date as well as an Early Termination Fee as defined in the SOW.

#### 2.2.4. Customer agrees to allow Plateau personnel and subcontractors reasonable access to the Customer's premises and/or building (the "Customer Site") for a minimum of 30 days from the Termination Date for the purpose of removing Plateau owned equipment. Plateau shall restore the premises to the original condition, normal wear and tear excepted.

### 3. DATA CENTER SERVICES

#### 3.1. Right To Use

**Data Center:** Prior to termination of this Agreement, Customer has a non-exclusive license for chaperoned access to the Data Center. Furthermore, Plateau may adopt rules and procedures to govern use of, and behavior in, the Data Center by Customers by posting the Data Center Rules on the Scope of Work ("SOW") or on the website. By accessing the Data Center, Customer agrees to the Data Center Rules. The Data Center Rules may be changed by Plateau at any time. When a change is made to the Data Center Rules, it shall be effective upon written notification to the customer. Plateau is responsible for ensuring that the services needed to support the overall operation of the Data Center, such as janitorial services, environmental systems maintenance and power plant maintenance, are provided for the benefit of Customer.

**Emergency Operations Room:** In the event of an emergency at the customer's home office, Plateau will temporarily make available the Emergency Operations Room on a "First Come; First Serve" exclusive basis. If the Emergency Operations Room is not being utilized for an exclusive emergency event, customers may be granted general use access with prior approval from Plateau. Customer is responsible for maintaining their space in the Emergency Operations Room in an orderly manner.

**Customer Space:** Prior to termination of this Agreement, Customer has an exclusive license to chaperoned access and use of the Customer Space for the purpose of installing, operating and supporting Customer Equipment. Customer acknowledges that its right to use is not a grant of any real property interest in the Customer Space or the Data Center. Customer is responsible for maintaining the Customer Space in an orderly manner and is responsible for removing trash, packing, cartons and related items from the Customer Space. Customer must maintain the Customer Space in a safe condition, including but not limited to, not storing hazardous material. Customer acknowledges that Plateau, through its officers, employees and contractors, may access the Customer Space, without notice to Customer, for undertaking routine maintenance procedures, completing customer support requests and other activities designed to protect the safety and security of the Data Center and all of its Customers.

**Power:** Plateau agrees to provide power to the Customer Space as outlined on the applicable executed SOW. Plateau reserves the right to monitor Customer's actual electrical consumption and charge Customer for any usage in excess of the ordered amounts in accordance with its standard policy or the terms set forth on the applicable Scope of Work. To the extent usage is based on power consumed by Customer, nothing in this Agreement shall be construed such that Plateau is considered to be reselling electricity to Customer. Rather the usage of the power is intended to measure the amount due to Plateau for its cost in operating and maintaining the Data Center and Customer Space for the benefit of Customer.

**Customer Equipment:** Prior to termination of this Agreement, all Customer Equipment remains Customer's exclusive personal property. Customer is solely responsible for obtaining and maintaining property insurance covering the Customer Equipment. Plateau assumes no risk for any damage or loss of the Customer Equipment. Customer must give prior notice to Plateau when installing or removing Customer Equipment from the Data Center. Customer Equipment may only be installed and stored within the Customer Space. The installation or storage of Customer Equipment outside the Customer Space must be approved in advance by Plateau. Without Plateau's prior written consent, Customer (i) may not install wireless equipment and/or antennas in the Data Center or in the Customer Space; (ii) may not use camera or other video equipment in the Customer Space; or (iii) may not access the subfloor, at any time, to install or remove Customer Equipment. Plateau is responsible for providing and connecting a cable from the demarcation point of Customer's Internet's carrier's network to the demarcation point of the Customer Equipment. Customer must provide access to the Customer Equipment to Plateau to enable Plateau to perform its duties under this Agreement. Customer must ensure that all Customer Equipment conforms to the manufacturer's specifications. Customer must provide Plateau with such documentation prior to Plateau performing any maintenance service on such Customer Equipment.

**Vacating:** Upon termination of this Agreement for any reason, Customer must, at its own expense, immediately vacate and surrender the Customer Space and remove all Customer Equipment from the Customer Space and the Data Center. If Customer fails to remove such Customer Equipment within 30 days of the effective date of termination, then Plateau may charge Customer a storage fee for such Customer Equipment in amount equal to 50 percent of the monthly recurring charge (excluding the monthly recurring charge for usage based Services) as of the effective date of termination of this Agreement until the time Customer either (i) removes the Customer Equipment from the Customer Space or (ii) it is deemed abandoned by Customer. Customer Equipment is deemed abandoned if Customer does not remove the Customer Equipment within six months of the effective date of termination of this Agreement. Customer must return to Plateau all keys, access cards and other security devices received from Plateau by the effective date of termination.

**Damages:** Customer is responsible for all damages caused by Customer's employees, agents, vendors or visitors to the Data Center or the Customer Space. Customer is also responsible for all damages caused by Customer's removal of the Customer Equipment or other items installed in the Customer Space. Customer agrees to promptly reimburse Plateau for all repairs and restoration costs associated with repairing such damage upon written notice to Customer itemizing the damages and associated costs for repairing.

### 3.2. Alterations:

**General:** Customer may not make any construction changes or material alterations to the Customer Space, including changes to the cabling and power supplies for the Customer Equipment, without the prior written consent of Plateau. All fixtures, repairs, build-outs and other alterations in or to the Customer Space ("Fixtures") shall become part of the Customer Space. Upon termination of this Agreement, Customer may not remove any Fixtures from the Customer Space without the prior written consent of Plateau.

**Vendor Approval:** Prior to any delivery, installation, replacement or removal work, Customer must obtain the written approval of Plateau with respect to the suppliers or contractors to be used by Customer, which approval may not be unreasonably withheld. Plateau may request additional information before granting approval. The approval of the supplier or contractor is not an endorsement of Customer's choice. Customer remains solely responsible for the selection of the supplier or contractor and for all payments due to such suppliers or contractors.



**No Liens:** Customer must keep the Data Center and the Customer Space free from any liens arising from any work performed, material furnished or obligations incurred by or at the request of Customer. Any vendor contracting with Customer or furnishing or rendering labor and materials to Customer must be notified in writing by Customer that they must look solely to Customer for payment. If any lien is filed against the Data Center or the Customer Space as a result of the acts or omissions of Customer, Customer must discharge it within 60 days of learning of such lien.

### 3.3. Relocation

Plateau shall not arbitrarily require Customer to relocate Customer Equipment and/or move into different Customer Space within the Data Center listed on the executed SOW. However, upon 60 days prior written notice or, in the event of an emergency with such time as may be reasonable, Plateau may require Customer to change location of its Customer Space to a location within the Data Center that affords comparable environmental conditions for, and accessibility to, the Customer Equipment.

### 3.4. Prohibited Activities

**Non-Interference:** Customer shall not use any products, tools, material or methodologies that interfere with the Colocation Services or may cause damage to the Data Center and/or the Company Network or may cause harm to any individual or the public. Furthermore, Customer agrees that the Customer Equipment installed or stored in the Customer Space shall not (i) interfere with or impair the Colocation Services provided to other Customers; (ii) unreasonably disturb any other Customer or other tenant in the Data Center; (iii) endanger or damage the Data Center or the Customer Space of other Customers; (iv) compromise the privacy of any communications carried in, from or through the Data Center; or (v) create an unreasonable risk of injury or death to any individual or the public. Customer shall not improperly restrict or interfere with the use of the Company Network. Upon notice to Customer, Customer shall promptly remove any hazard, interference or service obstruction that may be caused by the Customer Equipment or the connectivity under the control of Customer.

**Not Permitted:** Food and drinks are not permitted inside the Data Center at any time. Combustibles (i.e., cardboard boxes, paper, etc.) are not permitted to be stored inside the Customer Space.

**Smoking:** Smoking is strictly forbidden inside the Data Center, including the Customer Space.

**Signage:** No signage or advertising may be placed within the Data Center or the Customer Space without the prior written consent of Plateau, which may be withheld in its sole discretion.

## 4. MANAGED SERVICES MONITORING AND SUPPORT

4.1. Plateau monitors all systems and networked equipment that it manages under a Managed Services SOW 24 hours per day, 365 days per year except for cases of third party hardware, software, or service failure and Force Majeure described in Section 13 of this Agreement, or other service interruptions that prevent monitoring, however caused. In case of interruptions in monitoring, Plateau shall make commercially reasonable efforts to restore monitoring.

### 4.2. Start Date/Service Period

The Start Date is the date Plateau turns on its Managed Services covered hereunder and described in further detail in the applicable SOW. The Service Period and billing begin on the Start Date. At the end of the Service Period, this Agreement will automatically renew for consecutive terms of the same duration as the Service Period, unless terminated in writing at least thirty (30) days prior to the expiration of the then-current term. Any changes made to the Managed Services by mutual consent during a Service Period shall be documented by executing a subsequent SOW during that Service Period, but such changes to Managed

Services shall not affect the Service Period itself as set forth in the original SOW, unless such subsequent SOW specifies a different Service Period.

#### 4.3. Responsibility of Parties

Plateau shall use commercially reasonable efforts to provide the Customer with substantially uninterrupted services by means of Plateau's systems, personnel, and other resources.

#### 4.4. Exclusions from Managed Services

4.4.1. The following is a list of costs, expenses, charges or services explicitly excluded from any Managed Service SOW executed by Customer, unless otherwise specified in the applicable SOW. The below is not meant to constitute a complete list, and any cost, expense, charge, or service that is not specifically listed and explicitly included in an executed SOW and is excluded by definition:

4.4.1.1. Any taxes of any kind

4.4.1.2. Any premise wiring services (voice/data/video cabling) of any kind

4.4.1.3. Training of any person in any context, unless otherwise specified

4.4.1.4. Unless explicitly covered under an Endless Hardware SOW:

4.4.1.4.1. Any parts, equipment, or hardware costs, fees or charges of any kind

4.4.1.4.2. Any software, licensing, software assurance, renewal, or upgrade fees of any kind

4.4.1.4.3. Any shipping, handling, courier, or postage charges of any kind

4.4.1.4.4. Any 3rd party vendor, Original Equipment Manufacturer (OEM) equipment, or other manufacturer support fees or incident fees of any kind

4.4.1.5. Any type of service, repair, reconfiguration, maintenance or management occasioned or made necessary by the alteration of systems, devices, software or other resources, with or without administrative access to such resources, by anyone other than authorized Plateau personnel. This includes any change or service occasioned by acts or omissions by the Customer's own employees, principals, consultants, subcontractors, third party vendors, or any other third parties who may have or have had physical, logical or remote access to Customer's resources

4.4.1.6. Maintenance of third party applications, software, software packages or add-ons, whether acquired through Plateau or any other source. The only exception is software made or modified by Plateau in order to provide the Managed Service.

4.4.1.7. Any software programming or scripting (creation or modification of software code) and program (software) maintenance

4.4.1.8. Any work, project, service or support of any kind, whether one-time, periodic, or ongoing, that involves a new resource that was not present at the time the SOW is executed

4.4.1.9. Any work that does not qualify as a service ticket with respect to restoring the normal functioning of the resources being managed as per the SOW, i.e. any work that does not involve proactive management, routine administration, or troubleshooting (whether Customer-prompted/requested or otherwise) malfunctioning or non-functioning systems or resources under management as per the SOW. Any such work is defined as a Project. Projects include but are not limited to re-configuring resources by Customer request, integrating with newly acquired/introduced hardware, software or



networks, or with other formerly non-existent third party resources, or otherwise making changes to managed resources, when such configuration, integration or changes are not warranted nor necessary (a) to manage such resources, or, (b) to keep such resources in good working order. Such Projects are by definition not part of Managed Services, since Managed Services concern themselves with proactively managing, maintaining, troubleshooting, and keeping operational existing resources explicitly covered by the SOW.

## 5. INTELLECTUAL PROPERTY

- 5.1. Nothing in the Agreement or the performance thereof shall convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Plateau's intellectual property and proprietary rights include any skills, know-how, processes, modifications or other enhancements developed or acquired in the course of configuring, providing, or managing the Service. Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

## 6. ACCEPTABLE USE POLICY ("AUP")

- 6.1. The Customer shall use Plateau's services only in accordance with applicable law and for lawful purposes. The Customer shall not use or permit others to use Plateau's services (including by transmitting, posting or storing content) in a manner which would violate any law or infringe any copyrights or trademarks. Once notified of any violation of this Acceptable Use Policy, the Customer agrees to cooperate with Plateau and work promptly to cease the noted activities. Plateau reserves the right to interrupt or disconnect services for non-compliance with this AUP or in compliance with instructions from government authorities. Customer shall be responsible for all authorized uses of services provided by Plateau. A more extensive AUP may be provided as an addendum to this Agreement in connection with certain services.

## 7. PLATEAU EQUIPMENT

- 7.1. In certain circumstances, Plateau may supply Customer premises equipment or cloud premises equipment that may consist of third party hardware and software not manufactured by Plateau ("CPE") to the Customer and retain ownership in such CPE. Unless otherwise specified through an SOW or other agreement, all CPE shall be purchased and owned by the Customer, whether procured by Plateau and passed through to Customer, or purchased directly by Customer from third party hardware and software vendors. In the event that any CPE is owned by Plateau, Plateau shall have the right to remove all CPE that it has supplied. Customer agrees to allow Plateau personnel and subcontractors reasonable access to the Customer Site for the purpose of installing, configuring, managing, maintaining, repairing, replacing and removing the CPE. If Customer does not own the Customer Site and access to portions of the Customer Site other than the Customer premises is needed (i.e. building phone room, data room, HVAC room, roof, etc.), Customer shall obtain, with Plateau's cooperation, all appropriate permissions from the owner or landlord for such activities.

## 8. NO WARRANTY

- 8.1. Plateau provides all services on an as is basis. In providing its services, Plateau, its officers, directors, principals, members, managers, employees, subcontractors, representatives, agents, successors and assigns make no representations or warranties except as expressly stated herein and expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, or fitness for a particular purpose, and shall not be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages whatsoever, including but not limited to for lost profits, lost revenues, lost data, loss of security, loss of privacy, costs of recreating lost data, cost of procuring or transitioning to substitute services, or loss of use, resulting from any claim or cause of action based on Plateau's services or third party services provided or passed through by Plateau or by any other party in conjunction with Plateau's services, breach of warranty, breach of contract, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, even if either Customer or Plateau knew, or should have known, of the possibility thereof.



## 9. LIMITATION OF LIABILITY

- 9.1. Both parties agree that it is impossible to guarantee the trouble-free performance of computer hardware, software, networks, environments, security and systems, the security, privacy, specific functionality or performance of any free-standing or integrated system or resource; the reliability, applicability or performance of any technology or technology-related asset; the applicability, outcome or performance of any training or the behavior of any human resources; whether procured, provided, installed, managed, supported, administered, trained and/or supervised by Plateau, or in any way associated with Plateau services or otherwise. Therefore, Customer and Plateau agree to certain further limitations of liability and damages.
- 9.2. To the extent not prohibited by applicable law, Plateau shall not be liable for any damages resulting from the use or inability to use its services, reliance on its services or on information obtained therefrom, interruptions of service, breach, compromise, unauthorized access to any records, files, data, systems, or other assets, valuables and resources; errors, defects, viruses, malware, delays in operation or transmissions or any other failure of performance or business function. Further, except in the event of willful misconduct by Plateau, Plateau shall not be liable for any direct damages resulting from the loss of any of Customer's data or third party data, breach of security or loss of privacy of data on Customer's systems or third party systems that may occur on systems installed, serviced, and/or managed by Plateau, or any direct or indirect damages resulting therefrom; the malfunction, performance or compromise of any system, network or other resource related to or associated with in any capacity or by any theory with Plateau services, and any Customer or third party damages, claims, losses or expenses resulting therefrom; any personal injury (whether of a physical or psychological nature) or death of any person, whether associated with Customer or otherwise, that may in any capacity or by any theory be associated with services provided by Plateau, and any Customer or third party damages, claims, losses or expenses resulting therefrom.
- 9.3. To the extent not prohibited by applicable law, Plateau's maximum aggregate and cumulative liability under this Agreement for any and all losses, claims, damages, expenses, attorney and expert fees or liability of any kind, including but not limited to claims of breach of contract, breach of warranty, negligence (including strict liability), whether in contract or in tort, or under any other legal theory, is limited to the amount in fact paid by Customer hereunder for six (6) months immediately preceding the event giving rise to such loss, damage, claim, or liability. In no event shall Plateau be liable for any consequential, incidental, special, exemplary, indirect, punitive or multiple damages in connection with or arising out of this Agreement or any other agreement between Customer and Plateau that incorporates this Agreement; including but not limited to claims or damages involving loss of business, revenue, profits, use, data, good will, reputation, or other economic advantage, however caused, and regardless of the legal theory of liability, even if Plateau and/or Customer knew, or should have known of the possibility thereof. Customer and Plateau agree that the provisions of Section 8 (No Warranty) and this Section 9 (Limitation of Liability) of this Agreement shall constitute Customer's sole and exclusive remedy with respect to (i) Plateau's services and any claims or actions arising therefrom, and, (ii) any third party services passed through or provided by Plateau or by any other party in conjunction with Plateau's services, and any claims or actions arising therefrom; even if a mediator, arbitrator, or court of competent jurisdiction finds that such sole and exclusive remedy has failed its essential purpose.

## 10. INDEMNITY

- 10.1. Customer agrees to indemnify, defend, and hold harmless Plateau, and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns from and against any damage, claim, loss, expense (including reasonable attorneys' fees and damage to any person or property), occurring as a result of (i) Customer's use or inability to use of Plateau's services, or use or inability to use by those authorized by Customer of Plateau's services; (ii) Customer's handling, storage, transmission or possession of information, data, messages or other content or assets on Plateau's systems or network, on Customer systems or network that are installed, managed or otherwise serviced by Plateau, or on third party systems and networks that Plateau uses to provide its services, including but not limited to, claims: (A) for libel, slander, invasion of privacy, identity theft, infringement of copyright, and invasion or alteration of private records or data; (B) for infringement of patents; (C) for security breaches of any kind; or (D) based on handling, storage, transmission or possession of information that contains viruses, malware or other destructive code, media, or any unlawful



content; (iii) Customer's or third parties' reliance on Plateau's services or on information obtained therefrom; (iv) Customer's breach of any software licensing requirements of third parties; (v) Customer's failure to comply with any provision of this Agreement or Plateau's Professional Services Agreement; or, (vi) Customer's failure to obtain permits, licenses, or consents that Customer may be required to obtain to enable Plateau to provide its products or services (e.g., landlord permissions, wiring permits, etc.)

10.2. Plateau agrees to indemnify and defend Customer, its directors, officers, employees, agents and successors against third party claims enforceable in the United States alleging that Plateau's services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Plateau's obligations under this section will not apply to the extent that the infringement or violation is caused by (i) functional or other specifications that were provided or requested by Customer, or (ii) Customer's continued use of infringing services after Plateau provides reasonable notice to Customer of the infringement. For any third party claim that Plateau receives, or to minimize the potential for a claim, Plateau may, at its option and expense, either: (i) procure the right for Customer to continue using the services in question; (ii) replace or modify the services with comparable services; or (iii) terminate the services.

10.3. The provisions of this Section 10 state the entire liability and obligations of the indemnifying party, and the exclusive remedy of the indemnified party, with respect to any of the claims identified herein.

## 11. ENTIRE AGREEMENT

11.1. This Agreement, any addendum to this Agreement, and associated SOWs constitutes the entire agreement between the parties. There are no other written or oral agreements or understandings. Any previous or contemporaneous proposal, understandings, or writings are hereby superseded by this Agreement. This agreement may not be modified, amended, or interpreted except by a written document that identifies this Agreement and states that it is an amendment to it.

## 12. SEVERABILITY

12.1. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or be invalid under applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

## 13. FORCE MAJEURE

13.1. Neither party to this Agreement shall have liability or responsibility to the other party for any delay, failure to perform, service interruption, outage, damage, malfunction, or any consequence thereof or damage resulting therefrom, due to any circumstance beyond the party's reasonable control including, but not limited to, inclement weather, climate change, resource shortages, all acts of nature and acts of God, strikes, civil disturbances, riots, terrorist acts, unavailability of or delays in goods or services needed from third parties including but not limited to third party hardware, software, data center, collocation, and cloud service providers, interruption or outage of or delay in telecommunications including the public Internet, voice lines, data lines, or any telecommunications equipment or service, transportation, delivery, power outages, electrical or other utility services, failure of third party hardware, software or services, or any acts or omissions of any third parties.

## 14. JURISDICTION and GOVERNING LAW

14.1. The Parties agree that all disputes in any way relating to, arising under, connected with or incident to this Agreement shall be litigated, if at all, solely and exclusively in the State District Courts of Curry County, New Mexico and if necessary, their respective corresponding appellate courts. The Parties further agree to forebear from filing a claim in any other county or jurisdiction and expressly submit themselves to the personal jurisdiction

of the State of New Mexico. The performance and construction of this Agreement shall be governed by the substantive laws of the State of New Mexico without regard to conflict of law provisions.

## 15. ATTORNEY'S FEES

15.1. In any litigation arising under the terms and conditions of this Agreement, the prevailing Party shall be entitled to be reimbursed for reasonable legal fees and expenses in addition to the amount of any judgment.

## 16. DISPUTE RESOLUTION

16.1. Any claims or disputes between Plateau and Customer arising out of the services to be provided by Plateau or out of this Agreement first shall be submitted to non-binding mediation.

## 17. INSURANCE

17.1. During Plateau's performance hereunder, Plateau shall take out and maintain full paid insurance not less than the minimum coverage required by the attached Insurance Exhibit B.

## 18. ASSIGNMENT

18.1. This agreement may not be assigned without the written consent by both parties.

## 19. CONFIDENTIALITY

Every telecommunications carrier has a general duty to protect the confidentiality of its customers' information. In addition, a carrier may only use, disclose, or permit access to customers' information in limited circumstances: (1) as required by law; (2) with the customer's approval; or (3) in its provision of the telecommunications service from which such information is derived, or services necessary to or used in the provision of such telecommunications service.

Quay County

Plateau Telecommunications, Incorporated

By: Franklin McCasland

By: \_\_\_\_\_

Name: Franklin McCasland

Name: Jack Nuttall

Title: Chairman

Title: Sales Manager

Date: 1-24-2022

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





## Exhibit A

### PLATEAU FUSION IT SERVICES BILLABLE RATES SCHEDULE

Labor	Standard	Premium
Information Services Manager	\$180.00	\$270.00
Professional Services Engineer, Senior	\$175.00	\$262.50
Professional Services Engineer	\$150.00	\$225.00
Support Technician	\$125.00	\$187.50

- a. All rate definitions above are subject to change subject to an executed Plateau Fusion IT Services Master Services Agreement.
- b. All rate definitions are in the Mountain Time Zone.
- c. All rates applicable to travel time.
- d. Standard is defined as Unscheduled Monday through Friday 8am to 5pm or Scheduled 24/7, excluding Holidays.
- e. Premium is defined as Holidays or Unscheduled 24/7.
- f. On-site hours are billed at a minimum of one hour.
- g. Travel time is subject to billable rates.
- h. All rates are subject to tax.

# Exhibit B



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Telcom Insurance Services Corp. 6301 Ivy Lane, Suite 506 Greenbelt, MD 20770  www.TelcomInsGrp.com		<b>CONTACT NAME</b> Telcom Insurance Services Corp. <b>PHONE (A/C No. Ext.)</b> 800 222 4664 <b>FAX (A/C No.)</b> 301.474.6196 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> E.N.M.R Telephone Cooperative E.N.M.R Plateau 7111 N. Prince Street PO Box 1450 Clovis NM 88101		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Alliance Insurance Co 26832 <b>INSURER B:</b> Rural Trust Insurance Company 11134 <b>INSURER C:</b> Continental Insurance Company 35289 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 57811730 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PAC 4-06-75-79	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 4-06-75-80	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			Lead Umbr: EXC 3-65-21-57 Excess Umbr: 7011459390	10/1/2020	10/1/2021	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 Lead & Excess Each \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			Not written with Telcom			PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Blanket Property Coverage			RTIC-00222-06	10/1/2020	10/1/2021	\$126,351,018
B	Installation & Equipment Floater			RTIC-00222-06	10/1/2020	10/1/2021	See below for limits
A	Technology E&O-Cyber Liability Deductible \$25,000			CYP1-46-77-72-04	9/4/2020	9/4/2021	Combined Coverage Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

ENMR Telephone Cooperative  
Plateau Telecommunications  
P.O. Box 1947  
Clovis NM 88102-1947

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Peter J. Elliott

*Peter J. Elliott*