



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
JUNE 27, 2022

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 13, 2022

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Sandy Chancey, Eastern Plains Council of Governments Executive Director**
 - Request Approval of FY 2021-2022 Resolution No. 36 EPOG Participation
- II. **Clinton D. Harden, Quay County Lobbyist**
 - Request Approval of 2022-2023 Professional Services Contract
- III. **Linda Gonzalez, City of Tucumcari Library Director**
 - Request Approval of Subgrant Request
- IV. **Joe Pat Szaloy, Quay County Resident**
 - Request Approval of Maple Street Speed Bumps
- V. **Aric Costa, USDA Wildlife Specialist**
 - Request Approval of USDA APHIS Wildlife Services Work and Financial Plan
- VI. **Janie Hoffman, Quay County Assessor**
 - Presentation of New Mexico Counties Board Report
- VII. **Paul Lucero, Emergency Manager**
 - Request Approval of the Mass Casualty Incident Plan



DOC HCM-00537

07/18/2022 11:08 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Ellen White - County Clerk, County Cler

Pages: 19



- VIII. Cheryl Simpson, Quay County Finance Director**
- Request Approval of FY 2021-2022 Resolution No. 37 – Budget Adjustment for End of Year
- IX. Daniel Zamora, Quay County Manager**
- Request Approval of FY 2021-2022 Resolution No. 38 Commitment of Opioid Settlement Funds
 - Correspondence
- X. Indigent Claims Board**
- Call Meeting to Order
 - Request Approval of Indigent Minutes for the May 23, 2022 Commission Meeting
 - No Claims Submitted
 - Adjourn
- XI. Request Approval of Accounts Payable**
- XII. Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 27, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 27th day June, 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, Commissioner
Robert Lopez, Commissioner
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Lucas Bugg, Quay County Fire Marshall
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
Clinton D Harden, Quay County Lobbyist
Sandy Chancey, Eastern Plains Council of Governments Executive Director
Linda Gonzales, City of Tucumcari Librarian
Merlinda Turner, Tucumcari Library Volunteer
Aric Costa, USDA Wildlife Specialist
Ron Warnick, Quay County Sun
Brian Fortner, County Commission District 3 Candidate
Joe Pat Szaloy, Resident

Chairman McCasland called the meeting to order. Aric Costa led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the June 13, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

Public Comments: NONE

NEW BUSINESS:

Sandy Chancey, Eastern Plains Council of Governments Executive Director requested approval of Resolution No. 36; Approving Quay County as a participating member of EPCOG. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve Resolution No. 36 as presented. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Clinton Harden, current Lobbyist for Quay County, presented a Professional Services Contract for the new fiscal year for continued services. The contractual services total \$12,000.00. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Contract as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

Joe Pat Szaloy, Quay County resident, requested approval of speed humps being installed along East Maple Avenue in an effort to reduce the speed of increased traffic. Commissioner Lopez stated he was not in favor and suggested additional signage and increased patrol. Chairman McCasland concurred and said installing speed bumps would set a precedence for every resident along every county road. Szaloy then suggested stop signs along the roadway. McCasland said there are no intersections that would allow for stop signs. Further discussion led to the possibilities of a portable radar trailer that could be used throughout the County. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to not allow speed bumps be installed on Maple Avenue. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Aric Costa, USDA Wildlife Specialist, requested approval of the Wildlife Services Scope of Work and Financial Plan. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Plan and Financial contribution. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

Janie Hoffman, Quay County Assessor (NMC Board Member) gave the following report of the NMC Board Annual Meeting:

- Workers Comp Members will receive a 25% discount on the premium this next fiscal year.
- Election of the Board of Directors was conducted and these members elected: Jhonathan Aragon, President; Mark Cage, President Elect; Annie Hogland, Vice President; Terry Fortner, District 1 Representative; Linda Stover, District 3 Representative; Amanda Lopez-Askin, District 5 Representative.
- Brian Moore is retiring and his replacement was introduced.
- Legislative Priorities will be announced after the October Board Meeting.

Quay County Fire Marshall, Lucas Bugg, requested approval of the Mass Casualty Incident Plan. Daniel Zamora, County Manager, announced that Quay County Emergency Manager, Paul Lucero completed this plan and had plans to present it, but was unable to attend the meeting.

Bugg reported the plan was developed and has been presented to all the local entities (Law Enforcement, EMS, and Fire) for approval. Zamora and Bugg stated the Plan will be sent to every department in the County that would be required to respond in the event of a catastrophic event. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Plan. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy of the Plan is available in the County Clerk's Office.

Cheryl Simpson, Quay County Finance Director, requested approval of FY2021-2022 Resolution No. 37; Budget Adjustments for end of the fiscal year. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution No. 37. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Simpson informed the Commissioners the ICIP (Infrastructure Capital Improvement Plan) Public Hearing calling for potential projects will be held during the July 11th Commission Meeting followed by final approval at the August 8th meeting.

Quay County Manager, Daniel Zamora presented the following item for approval followed by correspondence:

1. FY2021-2022 Resolution No. 38; Committing Quay County Opioid Settlement Funds for the Purpose of Establishing a Regional Behavioral Health Facility in Eastern New Mexico.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution No. 38. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Correspondence:

1. Distributed the monthly Gross Receipts Tax Report for June.
2. Improvements at the Detention Center are ongoing with the completion of the cameras inside the facility and outdoor cameras being installed.
3. Quay County Road Superintendent, Larry Moore, is not in attendance today due to ongoing projects in the county need to be completed.
4. The server installation is behind schedule due to numerous issues between Plateau and Dell.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:50 a.m.

----INDIGENT CLAIMS----

Indigent Claims Board meeting was adjourned and the meeting returned to regular session. Time noted 9:55 a.m.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Reports ending June 23, 2022 and June 24, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

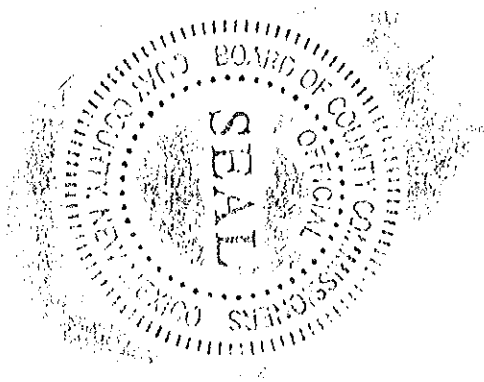
Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners:

NONE

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 10:05 a.m.

Respectfully submitted by Ellen L. White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland

Franklin McCasland, Chairman

Robert Lopez

Robert Lopez, Member

Jerri Rush

Jerri Rush, Member

ATTEST:

Ellen L. White

Ellen L. White, County Clerk

FY 2021-2022 Resolution No. 36
RESOLUTION AND AGREEMENT
OF
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2022-2023

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

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


- a. Implement the work program as established by the EPCOG Board of Directors for the 2022-2023 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

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


- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2022 and ending June 30, 2023.
- c. The MEMBER hereby appoints Daniel Zamora as their designated representative and Jeri Rusa as alternate.

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

ATTESTATION:


Clerk or other Authorized Official
Ellen White, Quay County Clerk


MEMBER GOVERNMENT

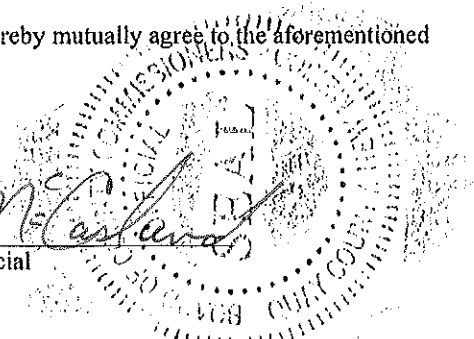

Signature of Authorized Official

ATTESTATION:


Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS


Sandy Chancey, Executive Director





QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

PROFESSIONAL SERVICES CONTRACT

This contract is hereby made and entered into by and between Quay COUNTY (hereinafter COUNTY") and CLINTON D HARDEN & ASSOCIATES (hereinafter "CDH") on 6/27/2022.

WHEREAS, COUNTY has found it necessary and desirable to retain an individual or firm to provide government relation services as further described below; and

WHEREAS, COUNTY desires to hire CDH to provide said services; and

WHEREAS, CDH desires to provide such services under the terms and conditions of this professional services contract.

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. **SCOPE OF WORK: CLINTON D HARDEN & ASSOCIATES shall:**

- A. Represent COUNTY interests from July 1, 2021 to June 30, 2022 including during the Regular Session of the 2022 New Mexico State Legislature, any Special Sessions which may occur and during the Interim Process.
- B. Design and implement a campaign directed towards key state legislators, administration leadership and staff on the important issues facing QUAY COUNTY including those issues adopted by the New Mexico Counties, when those issues are supported by the COUNTY.
- C. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by COUNTY for infrastructure improvements including but not limited to Detention Center, Dispatch, DWI and Roads.
- D. Represent COUNTY at public hearings, committee meetings and/or meetings with government officials. Present and defend County's proposed projects, scopes of work, budgets and assist in preparing handout materials, if appropriate, for review by interested parties.
- E. Regularly consult with County Manager concerning any action directed by the COUNTY. Action shall be deemed authorized by the COUNTY pursuant to this contract. The COUNTY may change their designee with a majority vote of the commissioners.

2. TERMS: This contract shall be effective from July 1, 2021 through June 30, 2022 unless otherwise terminated, pursuant to the termination provision herein. This contract shall not be effective until approved and signed by the COUNTY designees. At a mutual desire of the parties, this contract may be extended beyond the termination date.
3. COMPENSATION: COUNTY shall pay CDH as follows for the work performed under this contract:
 - A. A total sum of Twelve Thousand dollars (\$12,000.00, plus New Mexico Gross Receipts tax.) The COUNTY will make payments in 12 installments of One Thousand Dollars (\$1,000.00), plus New Mexico gross receipts tax on each installment date.
 - B. The first installment shall be due on July 01, 2021, subsequent installments due on the 1st of each month.
 - C. CLINTON D HARDEN & ASSOCIATES will also be reimbursed for any necessary expenses which are approved in advance by the COUNTY designees.
 - D. In the event that the contract is terminated, the annual fee should be prorated to the date of termination.
4. TERMINATION:
 - A. QUAY COUNTY may, with or without cause, terminate this contract. COUNTY shall have the right to terminate this contract due to any action or publicity about CLINTON D HARDEN & ASSOCIATES, where the COUNTY determines, in their sole discretion, that the actions or publicity discredits, embarrasses or puts the County in a bad light. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt requested) to CDH. If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service if notice is hand-delivered, the notice period will begin to run as of the date of delivery to Clint Harden, agent of Clinton D Harden & Associates at their place of business, located at 1348 CR H, Clovis, New Mexico 88101.
 - B. CLINTON D HARDEN & ASSOCIATES may terminate this contract if the COUNTY is in default in the performance of any material term, condition or covenant of this agreement and if County does not cure the default within twenty (20) business days after notice, or, if the default is of such nature that it cannot be cured completely within the twenty (20) business day period. If CLINTON D HARDEN & ASSOCIATES exercises its right of termination under this paragraph, this contract shall terminate sixty (60) days following the date written notice of termination is given, as completely as if it were the date definitely fixed for the expiration of this contract. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt) to COUNTY (Attention: County Designee).

If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service. If notice is hand-delivered, the notice period will begin to run as of the date of delivery to the office of the County Designee.

- C. In no event shall termination nullify obligations of either party prior to the effective date of the termination.
5. STATUS: CLINTON D HARDEN & ASSOCIATES is a New Mexico LLC, CDH acknowledges that it is an independent contractor and as such neither it, nor its employees, agents or representatives shall be considered employees or agents of QUAY COUNTY nor shall CDH be eligible to accrue sick leave, retirement benefits, or any other benefits provided County employees. CDH will provide legislative, administrative and executive advocacy on behalf of County.
 6. SUBCONTRACTING: CDH shall not subcontract any portion of the services to be performed under this contact, without the prior written approval of COUNTY.
 7. ASSIGNMENT: CDH shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contact without the prior written approval of COUNTY.
 8. UPDATES: CDH agrees that it will provide Bi-Weekly updates during the legislative and/or special session when applicable. CDH will provide written reports on interim activity Quarterly.
 9. INDEMNIFICATION: CLINTON D HARDEN & ASSOCIATES agrees to indemnify and hold harmless COUNTY, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from negligent or reckless performance under this contract unless specifically exempted by New Mexico law. CDH further agrees to indemnify and hold COUNTY harmless from all claims for personal injury or death sustained by CDH, its employees, agents or other representatives while engaged in the performance of this contract.
 10. RELEASE: CDH agrees that upon contract termination date and COUNTY adherence to payment plan it releases COUNTY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
 11. NON-AGENCY: CLINTON D HARDEN & ASSOCIATES agrees not to purport to bind County to any obligation not assumed herein by COUNTY, unless CLINTON D HARDEN & ASSOCIATES has express written approval and then only within the limits of that expressed authority.
 12. CONFLICT OF INTEREST: CLINTON D HARDEN & ASSOCIATES warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
 13. NON-DISCRIMINATION: CLINTON D HARDEN & ASSOCIATES agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other nondiscrimination and equal opportunity compliance laws, regulations and practices.

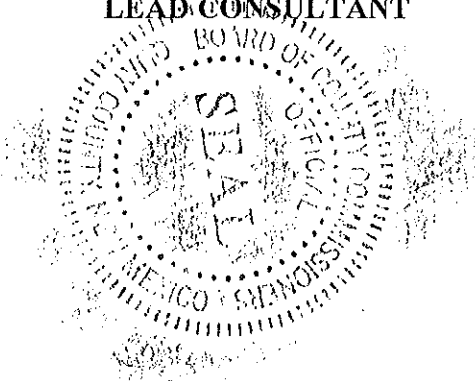
14. ENTIRE CONTRACT: This contract represents the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.
15. AMENDMENT: This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
16. APPLICABLE LAW: This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations of COUNTY. Venue for any dispute arising from this contract shall be the District Court located in QUAY COUNTY.
17. ATTORNEY'S FEES: Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.
18. ACKNOWLEDGEMENTS: CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. CLINTON D HARDEN & ASSOCIATES also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.
19. WORK PRODUCT: All work and work product produced under this contract shall be and remain the exclusive property of QUAY COUNTY, and CLINTON D HARDEN ASSOCIATES shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to QUAY COUNTY.

QUAY COUNTY

By: Franklin McCasland 1 6-27-22
Franklin McCasland, Commission Chairman Date

CLINTON D HARDEN & ASSOCIATES LLC

By: CLD 1 6-27-22
CLINTON D HARDEN Date
LEAD CONSULTANT



WORK AND FINANCIAL PLAN
between
QUAY COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2022 through June 30, 2023

Pursuant to Cooperative Service Agreement No. 18-73-35-2385-RA between the County of Quay and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2022 through June 30, 2023.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage

is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist(s) for 12 staff-months averaging 40 hours per week distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County of Quay. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2022.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS FMMI for costs incurred but will not exceed \$40,250 annually. This figure includes: Pooled Job Costs, which cover costs associated with vehicle replacement, employee leave and retirement expenses. Indirect Costs, which cover costs associated with APHIS program support. APHIS-WS and NMDA will also contribute to the balance of salary and benefits. An estimated itemization of expenses is listed below; however, funds may be distributed between itemized categories at the discretion of APHIS-WS if required:

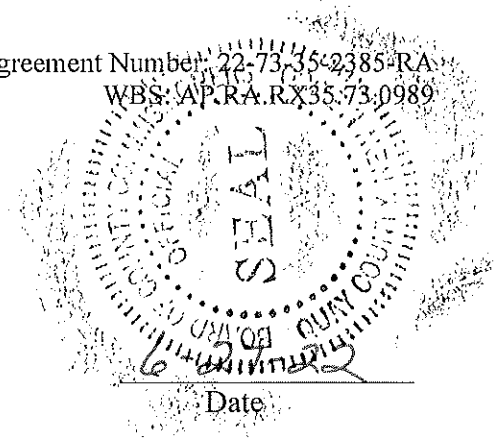
Cost Element		Cost to Cooperator	Cost Share (Paid by Federal Appropriations)	Full Cost
Personnel Compensation		\$ 3,477.53	\$ 50,773.50	\$ 54,251.03
Travel		\$ 2,169.00	\$ -	\$ 2,169.00
Vehicles		\$ 11,271.00	\$ -	\$ 11,271.00
Other Services		\$ 4,838.00	\$ -	\$ 4,838.00
Supplies and Materials		\$ 4,950.00	\$ -	\$ 4,950.00
Equipment		\$ 4,950.00	\$ -	\$ 4,950.00
Subtotal (Direct Charges)		\$ 31,655.53	\$ 50,773.50	\$ 82,429.03
Pooled Job Costs	11.00%	\$ 3,482.11	NA	\$ 3,482.11
Indirect Costs	16.15%	\$ 5,112.37	NA	\$ 5,112.37
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total		\$ 40,250.00	\$ 50,773.50	\$ 91,023.51
Percentage Cost Share		44%	56%	100%

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 208-3004. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

Agreement Number: 22-73.35-2385-RA
WBS: AP.RA.RX35.73.0989

QUAY COUNTY BOARD OF COMMISSIONERS
Tax Identification Number: 85-6000238



Franklin McCasland

Franklin McCasland, Chair

Date

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

Jon Grant, State Director, New Mexico

Date

Keith Wehner, Director, Western Region

Date

**QUAY COUNTY
FISCAL YEAR 2021-2022
RESOLUTION No. 37**

Authorization of Budgetary Increase to **Debt Service (562), Rural II Fire Transfers (408), General Fund Transfer (401), Capital Improvements (649)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 27, 2022 the following was among the proceedings;

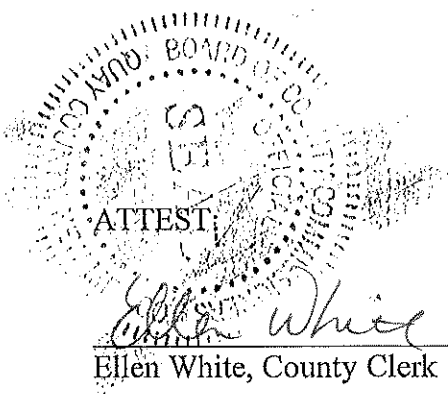
WHEREAS, the Board of Quay County Commissioners deems it necessary to request these Budgetary Increases;

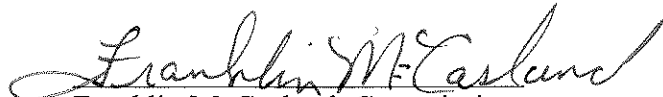
Budgetary Increases		
State Fund 40400 Debt Service		
	<u>DEBIT</u>	<u>CREDIT</u>
40400-2004-59010 Debt Service	\$8,400.00	
40400-0001-61100 Transfers In		\$8,400.00
State Fund 20900 Fire Protection		
20900-0001-61200 Transfers Out	\$8,400.00	
State Fund 11000 General Fund		
11000-0001-61200 Transfers Out	\$500,000.00	
State Fund 39900 Capital Projects		
39900-0001-61100 Transfers In		\$500,000.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Increasing the Debt Service and Rural II Fire budgets to pay NMFA Loan payment taken in error (to be corrected on the FY23 payment) and increasing the amount to be transferred to Capital Projects from General Fund**

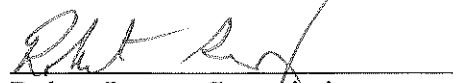
NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 27th day of June, 2022.




Franklin McCasland, Commissioner


Jerri Rush, Commissioner


Robert Lopez, Commissioner

**QUAY COUNTY
FISCAL YEAR 2021-2022
RESOLUTION NO. 38**

**A RESOLUTION COMMITTING QUAY COUNTY OPIOID SETTLEMENT FUNDS
FOR THE PURPOSE OF ESTABLISHING A REGIONAL BEHAVIORAL HEALTH
FACILITY IN EASTERN NEW MEXICO**

WHEREAS, Curry County, Roosevelt County, Quay County, DeBaca County the City of Clovis, the City of Portales, and the Village of Fort Sumner (hereinafter, the “Parties”) have previously entered into a Memorandum of Agreement (hereinafter, “MOA”) in which they recognized the immediate need for an inpatient psychiatric hospital and mental health facility in Eastern New Mexico;

WHEREAS, the City of Clovis has entered into an Agreement for Professional Services with Intium Health for the purpose of conducting a feasibility study to evaluate the immediate need for an inpatient psychiatric hospital and mental health facility (hereinafter, “Regional Behavioral Health Facility” or “Facility”), which Agreement acknowledged the MOA between the Parties;

WHEREAS, Intium Health is expected to complete its feasibility study and present to the Parties their findings and recommendations by Summer of 2022, and has otherwise concluded there is a need for such a Facility in Eastern New Mexico;

WHEREAS, the Parties expect to be the recipient of funds from the settlement of nationwide lawsuits against Distributor Opioid Defendants, namely McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health and Janssen (Johnson & Johnson)(hereinafter, “Opioid Settlement”);

WHEREAS, Intium Health has considered and included the receipt of funds from the Opioid Settlement as part of its feasibility study and the recommendations made as part of that study;

WHEREAS, the Parties desire to commit to the allocation or direction of funds received from the Opioid Settlement for the purpose of creation of the Regional Behavioral Health Facility described herein and for the purpose of addressing the regional behavioral health and psychiatric needs of the area;

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

PASSED, APPROVED AND ADOPTED by the governing body at its meeting on

June 27, 2022.



QUAY COUNTY COMMISSIONERS

Franklin McCasland
Franklin McCasland, Chairman

Robert Lopez
Robert Lopez, Member

Jerri Rush
Jerri Rush, Member

Attest:

Ellen White
Ellen White, County Clerk

Warren Frost, Quay County Attorney