



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
NOVEMBER 12, 2019

1:00 P.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 28, 2019

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Ellen White, Quay County Clerk**
 - Request Approval of the **Canvass of the 2019 Local Election**
- II. **T.J. Riddle, Tucumcari Rawhide Days**
 - Request Approval of **QC Fairground Agreement**
- III. **C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Presentation of **Monthly RPHCA Reports**
 - Request Approval of **Presbyterian Medical Services - Professional Services Agreement**
- IV. **Connie Loveland, Tucumcari MainStreet Executive Director**

Presentation of **Tucumcari MainStreet Report**
- V. **Russell Shafer, Quay County Sheriff**
 - Request Approval of **NMDOT Grant Agreement – Buckle UP/Click It or Ticket Project No. 20-OP-RF-076 & Selective Traffic Enforcement Program/100 Days and Nights of Summer Project No. 20-PT-RF-076**
- VI. **Patsy Gresham, Quay County Treasurer**
 - Request Approval of **Certificate of Resolution for Banking Services for AimBank**



DOC #CM-00477

11/25/2019 11:21 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Ellen White - County Clerk, County Cle

Pages: 91



VII. Christopher Birch, QCDC Administrator

- Request Approval of **Roosevelt County Adult Detention Center Housing Agreement**

VIII. Lucas Bugg, Quay County Fire Marshall

- Request Approval of **Resolution No. 23 - NMFA Loan Application – Fire #3 Class A Pumper**
- Request Approval of **Resolution No. 24 - NMFA Loan Application – Jordan Fire Class A Pumper**

IX. Larry Moore, Quay County Road Superintendent

- **Road Update**

X. Richard Primrose, Quay County Manager

- Request Approval of **Stantec Agreement – Feasibility Study for New Road**
- **Correspondence**

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

November 12, 2019

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 12th day of November, 2019 at 1:00 p.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Veronica Marez, Chief Deputy County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Lucas Bugg, Quay County Fire Marshal
Larry Moore, Quay County Road Superintendent
Russell Shafer, Quay County Sheriff
Daniel Zamora, Quay County Emergency Manager
Cheryl Simpson, Quay County Finance Director
Ron Warnick, Quay County Sun
C. Renee Hayoz, Presbyterian Medical Services Administrator
T.J. Riddle, Tucumcari Rawhide Days
Connie Loveland, Tucumcari MainStreet Executive Director
Patsy Gresham, Quay County Treasurer
Christopher Birch, QCDC Administrator
Charlotte Stull, Quay County Resident
Veronica Hernandez, Tucumcari Public Schools
James Kleinsasser, Quay County Chief Deputy Assessor
Carmen Runyan, Executive Director of Chamber of Commerce

Chairman McCasland called the meeting to order. Chris Birch led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the October 28, 2019 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: Charlotte Stull informed Commissioners she has had issues for 5 years on Main Street needing dirt on the road and trees need to be cut on 6th street. Chairman McCasland stated he personally drove that area with Mr. Primrose this past weekend and didn't see any major problems that

requires immediate attention. McCasland said the Road Superintendent has the men working on school bus routes throughout the County. The children riding school busses are our number one priority. Mr. Primrose and Larry Moore will schedule a crew to go out to cut trees if needed and look at main street repairs when time allows.

NEW BUSINESS:

Veronica Marez, Chief Deputy Clerk requested approval of the 2019 Local Election Canvass. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Canvass. MOTION Carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

T.J. Riddle, Tucumcari Rawhide Days coordinator, requested approval of Fairground Rental Agreement for May 1-2 of 2020. They have already paid deposit and insurance. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement that was presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

C. Renee Hayoz, Presbyterian Medical Services Administrator presented the RPHCA reports for October.

Hayoz requested approval of the Quay County Professional Services Contract. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Contract. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Hayoz informed Commissioners of an Open House at the Clinic scheduled for December 4, 2019 at 5:30 p.m.

Connie Loveland, Tucumcari MainStreet Executive Director presented the MainStreet report:

- NM MainStreet Fall Quarterly meeting was held in Tucumcari in October.
- 1st annual Art in the Park was also held in October
- The screening of "Almost Ghost" at the Odeon Theater
- Best Practice and Planning award was presented to Tucumcari MainStreet
- MainStreet is working on a project to Transform Tucumcari to Christmas destination
- Denim & Diamonds Tucumcari MainStreet fundraiser gala will be held on November 16, 2019

Quay County Sheriff, Russell Shafer, requested approval of Grant Agreement Buckle up/Click it or Ticket project between the New Mexico Department of Transportation and County of Quay. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Quay County Sheriff, Russell Shafer requested approval of Grant Agreement 100 Days and Nights of Summer project between the New Mexico Department of Transportation and County of Quay. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Patsy Gresham, Quay County Treasurer requested approval of a Certificate of Resolutions Cash Management Services. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the agreement presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Christopher Birch, QCDC Administrator requested approval of an Agreement for Detainee Confinement between the County of Roosevelt and Quay County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Lucas Bugg, Quay County Fire Marshall presented the following items for approval:

- Resolution #23 authorizing and approving submission of a completed Application for financial assistance and project approval to the New Mexico Finance Authority for Rural Fire Department No. 3 Class A Pumper. A MOTION was made by Franklin McCasland, SECONDED by Mike Cherry to approve the Resolution. MOTION carried with Cherry voting "aye", Dowell "abstained" and McCasland voting "aye". A copy is attached to these minutes.
- Resolution #24 authorizing and approving submission of a completed Application for financial assistance and project approval to the New Mexico Finance Authority for Jordan Fire Class A Pumper. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Resolution. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent presented the following Road Update:

1. A portion of Route 66 has been shut down due to the I-40 bridge construction. Moore contacted highway supply & bridge inspector for signs to keep trucks off of bridge and Route 66.
2. Crews are starting to haul on Quay Road BH today.
3. Crews finished repairs on Quay Road I and Quay Road 50.
4. State Transportation Commission meeting is November 21.
5. Road Department sign has been redone on Lake Street.

Quay County Manager, Richard Primrose presented the following report:

1. Requested approval on Professional Services Agreement between Quay County and Stantec Consulting Services Inc. regarding the possibility of the new road construction between 12 Shores and Logan. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".
2. Primrose recognized Daniel Zamora for finishing the Professional Academy Leadership program.
3. Legislative forum will be held November 20, 2019 at Mesalands Community College.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending November 7, 2019. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

Commissioner Cherry congratulated Tucumcari and Logan for taking 2nd at District volleyball and going to the State Tournament. Commissioner Cherry also complimented Larry Moore on the new Road Department sign. Cherry said they did an excellent job on building it.

Carmen Runyan, Executive Director of Chamber of Commerce presented the following report:

- Runyan informed Commissioners that the Chamber was receiving a new sign.
- Light parade is December 7, 2019 at 6:00 p.m. from the Kmart parking lot to downtown.
- Chamber Banquet is January 18, 2020 at 6:00 p.m. and the theme will be “Viva Las Tucumcari”
- Quay Days is January 20, 2020 in Santa Fe.
- Runyan is working on an online version of mural map site.

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with McCasland voting “aye”, Cherry voting “aye” and Dowell voting “aye”. Time noted 2:20 p.m.

Respectfully submitted by Veronica Marez, Chief Deputy County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland

Sue Dowell

Sue Dowell

Mike Cherry

Mike Cherry

ATTEST:

Ellen L. White

Ellen L. White, County Clerk



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the Local Election held in said county, November 5, 2019, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners November 12, 2019
Date

ATTEST:

Ellen L. White

Clerk

Member

Franklin McIsland

Chairman

Sue Howell

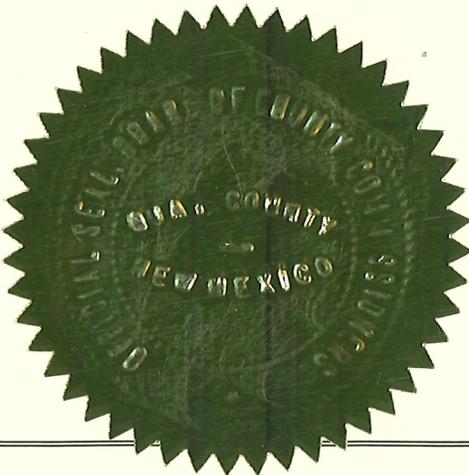
Member

Mike Cherry

Member

Member

Member



Quay County

Canvass of Returns of Local Election
 Held on November 5, 2019 - State of New Mexico
 Summary Bucket Report

Ballots Cast	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
Commissioner District 1 - CITY COMM DIST 1																
TOMMY L SNAPP 0	0	0	0	0	0	0	0	18	0	0	0	19	0	0	0	37
RALPH L MOYA 0	5	0	0	0	0	0	0	42	0	0	0	61	0	0	0	108
Commissioner District 2 - CITY COMM DIST 2																
PAUL J VILLANUEVA 0	2	0	0	0	0	0	0	49	0	0	0	48	0	0	0	99
AMY J GUTIERREZ 0	1	0	0	0	0	0	0	21	0	0	0	22	0	0	0	44
Commissioner District 3 - CITY COMM DIST 3																
RUTH A LITCHEFIELD 0	0	0	0	0	0	0	0	19	0	0	0	48	0	0	0	67
Commissioner District 4 - CITY COMM DIST 4																
CHRISTOPHER WALLACE ARIAS 0	0	0	0	0	0	0	0	34	0	0	0	60	0	0	0	94
CHARLOTTER HAYOZ 0	0	0	0	0	0	0	0	2	0	0	0	10	0	0	0	12
Municipal Judge - TUCUMCARI																
NOREEN L HENDRICKSON 0	7	0	0	0	0	0	0	186	0	0	0	250	0	0	0	453
Position 1 Board Member - MELROSE MUNICIPAL SCHOOL DISTRICT																
BARRY L ALLEN 0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
Position 1 Board Member - GRADY MUNICIPAL SCHOOL DISTRICT																

Quay County

Canvass of Returns of Local Election
 Held on November 5, 2019 - State of New Mexico
 Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
KATHY D EDWARDS ()	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
School Board Member District 1 - TUCUMCARI DIST 1																
VICTOR MATTHEW PACHECO ()	3	0	0	0	0	0	0	43	0	0	0	62	0	0	0	108
School Board Member Position 1 - LOGAN SCHOOL DISTRICT																
TOBY JON WILLIS ()	12	0	0	0	0	0	0	6	0	0	0	70	0	1	0	89
EDWARD L JOHNSON ()	9	0	0	0	0	0	0	6	0	0	0	44	0	0	0	59
KYLE DON PEREZ ()	27	0	0	0	0	0	0	13	0	0	0	123	0	2	0	165
Position 2 Board Member - MELROSE MUNICIPAL SCHOOL DISTRICT																
JOSEPH W REED ()	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
Position 2 Board Member - GRADY MUNICIPAL SCHOOL DISTRICT																
JAMES CARROLL SCHELL ()	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
School Board Member Position 2 - SAN JON SCHOOL DISTRICT																
THOMAS JAMES EVANS II ()	1	0	0	0	0	0	0	6	0	0	0	67	0	0	0	74
School Board Member Position 2 - LOGAN SCHOOL DISTRICT																
LAURIE STREBECK ()	38	0	0	0	0	0	0	23	0	0	0	211	0	3	0	275
School Board Member District 2 - TUCUMCARI DIST 2																

Quay County

Canvass of Returns of Local Election
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FERNANDO SANCHEZ URESTE ()	2	0	0	0	0	0	0	27	0	0	0	42	0	0	0	71
JERRY JOE LOPEZ ()	2	0	0	0	0	0	0	68	0	0	0	58	0	0	0	128
Position 3 Board Member - MELROSE MUNICIPAL SCHOOL DISTRICT CEDAR C RUSH ()	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
Position 3 Board Member - GRADY MUNICIPAL SCHOOL DISTRICT KODIE D WEESE ()	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
SCHOOL DISTRICT WEESE () GERALD W GARLAND ()	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
SCHOOL DISTRICT GARLAND () WILLIAM M NOLAND ()	2	0	0	0	0	0	0	5	0	0	0	43	0	0	0	50
SCHOOL DISTRICT NOLAND () School Board Member Position 3 - LOGAN SCHOOL DISTRICT KENE LANE TERRY ()	22	0	0	0	0	0	0	18	0	0	0	122	0	3	0	165
SCHOOL DISTRICT KENE LANE TERRY () SUSAN R ACOSTA ()	16	0	0	0	0	0	0	5	0	0	0	41	0	0	0	62
SCHOOL DISTRICT ACOSTA () BRYAN B ROACH ()	10	0	0	0	0	0	0	4	0	0	0	74	0	0	0	88
SCHOOL DISTRICT ROACH () School Board Member District 4 - TUCUMCARI DIST 4 HEATHER D GONZALES ()	1	0	0	0	0	0	0	53	0	0	0	82	0	0	0	136
SCHOOL DISTRICT HEATHER D GONZALES () School Board Member Position 4 - HOUSE SCHOOL DISTRICT WENDY GREEN GRIGSBY ()	0	0	0	0	0	0	0	0	0	0	0	33	0	2	0	35
SCHOOL DISTRICT WENDY GREEN GRIGSBY ()	0	0	0	0	0	0	0	0	0	0	0	33	0	2	0	35

Quay County

Canvass of Returns of Local Election
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	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
WILLIAM C RUNYAN ()	2	0	0	0	0	0	0	6	0	0	0	28	0	0	0	36
School Board Member District 5 - TUCUMCARI DIST 5																
BO WILLIAM WALLACE ()	1	0	0	0	0	0	0	47	0	0	0	76	0	0	0	124
School Board Member Position 5 - SAN JON SCHOOL DISTRICT																
School Board LESLIE DALE BONE ()	2	0	0	0	0	0	0	8	0	0	0	69	0	0	0	79
School Board Member Position 5 - HOUSE SCHOOL DISTRICT																
DYRON S RAY ()	1	0	0	0	0	0	0	2	0	0	0	29	0	1	0	33
PHILLIP R RUNYAN ()	1	0	0	0	0	0	0	4	0	0	0	31	0	1	0	37
College Board Trustee District 2 - MESALANDS COMMUNITY COLLEGE DISTRICT 2																
JIMMY R SANDOVAL ()	3	0	0	0	0	0	0	69	0	0	0	92	0	0	0	164
College Board Trustee District 4 - MESALANDS COMMUNITY COLLEGE DISTRICT 4																
CRAIG THOMAS CURRELL ()	1	0	0	0	0	0	0	55	0	0	0	82	0	0	0	138
Soil & Water Supervisor 1 - SOUTHWEST QUAY SOIL & WATER CONSERVATION CLYDE MOON ()																
	29	0	0	0	0	0	0	6	0	0	0	48	0	0	0	83

Quay County

Canvass of Returns of Local Election
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	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
Soil & Water Supervisor 1 - CANADIAN RIVER SOIL & WATER CONSERVATION BOARD																
TOMMY WALLACE 0	45	0	0	0	0	0	0	270	0	0	0	591	0	3	0	909
Soil & Water Supervisor 2 - CANADIAN RIVER SOIL & WATER CONSERVATION BOARD																
LARRY FINIS PERKINS 0	43	0	0	0	0	0	0	245	0	0	0	562	0	3	0	853
Soil & Water Supervisor 5 - CANADIAN RIVER SOIL & WATER CONSERVATION BOARD																
HEIDI K HUMPHRIES 0	44	0	0	0	0	0	0	238	0	0	0	559	0	2	0	843

Quay County

Canvass of Returns of Local Election
 Held on November 5, 2019 - State of New Mexico
 Summary Bucket Report

GRADY MUNICIPAL SCHOOLS GENERAL OBLIGATION SCHOOL BOND QUESTION: Shall the Board of Education of the Grady Municipal School District No. 61, Counties of Curry and Quay, State of New Mexico, be authorized to issue general obligation bonds of the District, in one series or more, in the aggregate principal amount not exceeding \$400,000, for the purpose of erecting, remodeling, making additions to and furnishing school buildings, purchasing or improving school grounds, purchasing computer software and hardware for student use in public schools, providing matching - GRADY MUNICIPAL SCHOOL DISTRICT	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
	7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
	For	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7
	Against	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6

Quay County

Canvass of Returns of Local Election
 Held on November 5, 2019 - State of New Mexico
 Summary Bucket Report

HOUSE MUNICIPAL SCHOOL GENERAL OBLIGATION SCHOOL BOND QUESTION: Shall the Board of Education of the House Municipal School District No. 19, Counties of Quay and Roosevelt, State of New Mexico, be authorized to issue general obligation bonds of the District, in one series or more, in the aggregate principal amount not exceeding \$400,000, for the purpose of erecting, remodeling, make additions to and furnishing school buildings, purchasing or improving school grounds, purchasing computer software and hardware for student use in public schools, providing match - HOUSE MUNICIPAL SCHOOL DISTRICT	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
For	1	0	0	0	0	0	0	4	0	0	0	38	0	0	0	43
Against	1	0	0	0	0	0	0	2	0	0	0	20	0	2	0	25

Quay County

Canvass of Returns of Local Election
 Held on November 5, 2019 - State of New Mexico
 Summary Bucket Report

SAN JON MUNICIPAL SCHOOL GENERAL OBLIGATION SCHOOL BOND QUESTION: Shall the Board of Education of the San Jon Municipal School District No. 34, County of Quay, State of New Mexico, be authorized to issue general obligation bonds of the District, in one series or more, in the aggregate principal amount not exceeding \$800,000, for the purpose of erecting, remodeling, make additions to and furnishing school buildings, purchasing or improving school grounds, purchasing computer software and hardware for student use in public schools, providing matching funds for c - SAN JON MUNICIPAL SCHOOL DISTRICT	Absentee - Machine																					
	Absentee - Hand																					
	Absentee FWAB																					
	Federal Overseas - Hand																					
	Federal Overseas - Machine																					
	Absentee Provisional - Hand																					
	Absentee Provisional - Machine																					
	Early - Machine																					
	Early - Hand																					
	Early Provisional - Hand																					
	Early Provisional - Machine																					
	Election Day - Machine																					
	Election Day - Hand																					
	Election Day Provisional - Hand																					
	Election Day Provisional - Machine																					
	Total																					
For	2	0	0	0	0	0	0	0	0	0	0	0	0	68	0	0	0	0	0	0	73	
Against	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0	0	0	16	

AGREEMENT FOR USE OF THE QUAY COUNTY FAIRGROUNDS

THIS AGREEMENT entered into on the 12th day of November, 2019 by and between County of Quay (hereinafter “County”), and Rawhide Days, LLC (hereinafter “Lessee”);

WHEREAS, the County understands the Lessee provides an essential and necessary service to the Quay County community as a whole by hosting the Rawhide Days;

The Board of County Commissioners has delegated the responsibility and duty to the Lessee to arrange for and oversee the annual production of Rawhide Days; and,

WHEREAS, Quay County agrees to waive all rental fees for the annual use of Quay County Fairgrounds for the 2020 Rawhide Days;

NOW THEREFORE the parties to this agreement hereby contract and agree as follows:

DEPOSIT

1.0 Lessee agrees to pay Quay County the sum of One Thousand Dollars (\$1,000) prior to the start of the event, which amount shall be held by Quay County for damage deposit fees. Fees will be returned to Lessee after an inspection of the premises provided the facility is not found to have been damaged in any manner, whatsoever. If any furnishings or supplies are broken or lost, the Lessee will be responsible for paying the total cost of the repair in order to restore the facility and its contents to its original condition.

PERIOD OF PERFORMANCE

2.0 The period of performance for this agreement shall be from April 29 - May 4, 2020.

ASSIGNMENT OF CLAIMS

3.0 The Lessee shall not assign or delegate any interest in this Agreement or transfer any interest or assign any claims for money due or to become due under this Agreement, without the written consent of the County.

LIABILITY INSURANCE

4.0 Lessee shall provide to the County, proof of liability insurance in the amount of at least \$1,000,000.00 general liability covering Lessee's event and/or use of the facilities as hereinabove provided, at least fifteen (15) days before the event. Insurance may be obtained through the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP).

SUPERVISION BY LESSEE

5.0 It shall be the responsibility of the Lessee to provide adequate supervision over all activities to protect against unreasonable wear and tear or damage to the County facilities and to protect the public health, safety, and welfare of all persons attending any function at the County facility being used.

CONSUMPTION OF ALCOHOL PROHIBITED

6.0 The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found of which the Lessee had knowledge and fails to take appropriate action, the Lessee shall be held responsible and the deposit shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of the fairground facilities and may be subject to prosecution according to the law.

6.1 Alcoholic beverages may be sold on the premises if the proper picnic license is obtained and the lessee demonstrates to the County that the venue serving alcohol is properly staffed with security personnel. Lessee shall require any liquor licensee selling or providing alcoholic beverages to provide liquor liability insurance in a minimum amount of 1,000,000.00 naming the County and lessee as additional insureds.

HOUSEHOLD ANIMALS

7.0 All dogs, cats, or other household animals must be leashed at all times while on the fairgrounds. Lessee shall be responsible for enforcing all aspects of this leash policy.

PREVENTING OBSTRUCTION

8.0 Neither the halls nor ramps of the premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any purposes other than ingress or egress without prior written consent from the County Manager with the approval of the Fire Marshal.

SIGNAGE

9.0 County reserves the right to control all signage used on County's property. This is to include, but not limited to content, location, construction and quality.

SMOKE FREE FACILITIES

10.0 The buildings on site of the Quay County Fairgrounds are smoke free facilities. Lessee shall be responsible for enforcing all aspects of County's smoking policy.

USE OF NAILS, ETC.

11.0 The use of nails, screws, thumb tacks, staples, duct tape and glue is forbidden on walls, floors, and ceilings. The application of any substance to the floors in any building must have the prior written approval from the County Manager or designee.

NO FLAMMABLE MATERIALS

12.0 No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshal. Lessee shall not, without the written consent of the County Manager or designee, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. No explosive devise shall be allowed in any facility owned by Quay County. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the County Manager.

VENDOR LICENSES

13.0 All food vendors and pull-in food concessions shall maintain an updated license for operation and follow all New Mexico Environmental Department codes and regulations as well as the New Mexico State Building Inspector's health standards and propane regulations.

ADDITIONAL SAND, DIRT, SAWDUST

14.0 No additional sand, dirt, sawdust, or other material shall be added to any facility area without prior approval from the County Manager or designee. Approved bedding for housing of animals will be permitted and must be completely removed at the conclusion of the event. Rocks used in the landscape around the building shall not be removed or taken into the buildings.

PERSONAL LIABILITY

15.0 No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

AS-IS CONDITIONS

16.0 Lessee agrees to accept the facility in its "as-is" and subject to all faults or other defects.

ASSIGNMENT AND SUBLICENSING

17.0 Lessee shall not assign any interest in this license agreement or otherwise transfer or sublease the facility or any part thereof or permit the use of the facility to any party other than Lessee and approved vendors.

CLEANING OF FACILITIES

18.0 The Lessee is responsible for the cleanup of County's facility, agrees to return the facility to a level of cleanliness equivalent to the state of cleanliness which existed at the time Lessee assumed possession of the premises.

Facilities shall be cleaned by the Lessee immediately after use. Floors must be swept and mopped, restrooms must be cleaned, and chairs and tables shall be placed on the appropriate racks and returned to proper storage areas. If any facility, or portion thereof, is found in an unsanitary or unsightly condition by the Lessee, it should be reported to the County official immediately.

DAMAGE TO THIRD PARTY PROPERTY

19.0 County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of Lessee. Lessee agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

20.0 The Lessee shall indemnify, defend and hold harmless County, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, against and from any and all claims, losses, fines, demands judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Lessee's provision of services under this Agreement. The County shall hold the Lessee harmless from any and all claims and/or actions of any kind and nature resulting from or relating to the County's or its employees' negligence or intentional acts, errors and omissions in the County's performance under this Agreement. The agreements in this Section shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Agreement, for negligence, acts, errors or omissions occurring during the term of this Agreement.

AMENDMENTS

21.0 This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

COMPLIANCE WITH GOVERNING LAWS

22.0 This Agreement is to be performed in the State of New Mexico and the County of Quay, and shall be construed under the Laws of the State of New Mexico and Quay County.

SEVERABILITY

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

ATTORNEY'S FEES

24.0 In the event that litigation becomes necessary to resolve any disputes arising from this Agreement, and said litigation ensues as a result, the non-prevailing party in said litigation shall be liable for reasonable attorney's fees and costs.

DUPLICATE ORIGINALS

25.0 This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

QUAY COUNTY LESSEE

By: _____

Date: _____

**APPROVED:
Quay County**

By: Franklin Masluna
Quay County Commission Chairman

Date: _____

APPROVED AS TO FORM:

By: _____
Warren Frost, County Attorney

Date: _____



Clinic/Program Name: Quay County Family Health Center
Month Reported: October 2019

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.

- 1. Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**

No new services or talks about adding new services were discussed.

- 2. Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**

Still getting the new providers name out within the community to try and gain new pediatric patients.

- 3. Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**

Encounters are below the monthly goal, but have maintained at a steady number

- 4. Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**

None.

- 5. Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**

A TOC CAR position is still vacant. Posting on PMS website and local FB hiring page.

- 6. Were there any changes to the hours? Explain.**

No changes were made. Hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.

- 7. What efforts did you make to collaborate with local and statewide entities?**

- Quay Co Commissioner Meeting
- City of Tucumcari Commissioner Meetings

- 8. Please describe any methods for increasing clinic utilization that your program and staff are engaging in.**

Site continues to provide care at the Quay County Detention Center.

9. Please describe the outreach activities your program and staff provided to the community during the month reported.

Senior Center visits were ongoing through the month of October.
Health Fair in neighboring county.
Participation in CYFD's Trunk or Treat Program.
Fun Run Walk with the Quay Co Health Council.

10. Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.

None

Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.

Meeting was held on **September 19, 2019**

Welcome and Introductions

Regional Goals

- Advocacy for Health Center Funding
- Dental Access
- Community Outreach
- Behavioral Risk Factor Surveillance Systems

Clinic Update

- Marketing/Community Outreach – KTNM and Odeon Theatre
- All staff obtained Influenza Vaccination
- New phone system installed
- RPHCA grant with County needs to be reviewed and updated.
- Open House scheduled for December 4
- PIP Updates

Home Visiting Update

- Enrolled Clients
- Donations
- Outreach Events

General Discussion

- PMG Clinic in Logan failed to apply for RPHCA grant.
- New Administrator at QCDC, Chris Birch. Health Officer out on FMLA.

RPHCA Program
Monthly Level of Operations Form

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	
Reporting Site: Quay County Family Health Center		Report Month/Year: 10/01/19	
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		377
	By Provider Type:		
	Physician Encounters		1
	Midlevel Practitioner Encounters		376
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		28
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		112
	Medicaid Encounters - Dental		
	County Indigent Encounters		
Other 3 rd Party Encounters		104	
Medicare Encounters		130	
100% Self Pay (non-discounted/non-3 rd party) Encounters		3	
Unduplicated Number of Users	Total # of unduplicated users		97
	At or Below Poverty		62
	Between Poverty and 200% of Poverty		28
	Above 200% of Poverty		7
Staffing Level	Administrative Staff		3
		Clinical FTEs	
	Physicians		0.05
	Certified Nurse Practitioners		2
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
	Clinical Support Staff		2.4
All Other Staff		0.5	
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources		67,295
	Sliding Fee Revenues - Medical		2,325
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		25,447
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 rd Party Revenues		6,337
	Medicare Revenues		11,408
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		122
	Contracts/Grants Revenues (including RPHCA)		21,656
	Total Primary Care Expenditures		82,394
	Total Primary Care Charges		73,722
	Sliding Fee Discounts - Medical		10,146
Sliding Fee Discounts - Dental		0	
Prepared by: C Renee Hayoz		11/1/2019	

**QUAY COUNTY
PROFESSIONAL SERVICES CONTRACT**

This Contract is entered into this 12th day of November, 2019, by and between the COUNTY of Quay, hereinafter referred to as "COUNTY", and Presbyterian Medical Services, hereinafter referred to as "CONTRACTOR".

ARTICLE 1. SCOPE OF WORK

- A. The CONTRACTOR shall operate a primary care clinic (the "Clinic") in Tucumcari, New Mexico and shall recruit, provide and retain health care personnel to ensure adequate availability of primary health care services at the Clinic. This Contract is only for the provision of primary health care and shall be restricted to expenditures for those purposes and in accordance with the budget in Attachment I. Such provision of health care personnel may be through direct employment or subcontracting by the CONTRACTOR. All candidates must be licensed or certified in the State of New Mexico or be eligible for licensing in accordance with the applicable laws and regulations of the appropriate professional boards.
- B. The CONTRACTOR shall recruit, provide and retain, either directly as employees or through a subcontract, any other personnel necessary for the operation of the Clinic. Whenever possible, as qualifications allow, the CONTRACTOR shall employ or subcontract with residents of the COUNTY.
- C. The CONTRACTOR shall provide not less than a "minimum level of primary health care services" which includes basic primary medical care services provided to the general population by a physician or midlevel practitioner.
- D. The CONTRACTOR shall provide to the COUNTY a copy of policies and procedures which assure that no person will be denied services because of inability to pay. The policies and procedures should address the needs of medically indigent persons below the federal poverty level guidelines who are not covered by third party payers, as well as those between 100% and 200% of the federal poverty level who do not have third party coverage. The CONTRACTOR shall post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of the federal poverty level who are not covered by third party payers. A copy of the sliding fee schedule shall be provided to the COUNTY no later than November 15th of the current calendar year.
- E. The CONTRACTOR shall assess all patients without third party coverage for Medicaid eligibility and participate, as appropriate, in on-site Medicaid eligibility determination and presumptive eligibility.
- F. The CONTRACTOR shall review Medicaid and Medicare reimbursement to assure maximization of generated revenues. The CONTRACTOR shall provide a monthly report to the COUNTY showing the number of patient encounters, charges by source

and revenues by source. Revenues from Medicaid and Medicare shall reflect all payments including any cost settlements with the State or Federal Government. This monthly report shall also delineate any other revenues and the amounts received, including Federal Section 330 funds, other Federal or State grants, County indigent funds, interest earnings, donations and all other sources of revenue for the Clinic or its services. This monthly report shall be provided no later than the tenth of each month for the preceding month. In addition, the following reports need to be provided by August 1st of each fiscal year:

1. Detailed narrative Quality Improvement/Assurance Plan
2. Contract Action Plan
3. Annual Projected Level of Operations for the clinic
4. Health Outcome Measures summary report for the clinic.

- G. The CONTRACTOR shall bill and collect payments for all billable patient care services. The CONTRACTOR shall maintain records to identify patient care encounters and collections including revenue source. The CONTRACTOR shall implement billing systems that will maximize collections of patient revenues.
- H. The CONTRACTOR shall maintain medical records at the Clinic and comply with all State and Federal regulations governing the maintenance and confidentiality of medical records.
- I. The CONTRACTOR shall maintain personnel records on all employees and conduct at least annual performance reviews. The CONTRACTOR shall also perform an annual performance review of any provider retained through contractual arrangements.
- J. The CONTRACTOR shall collaborate with all local health organizations, public or private providers to avoid duplication of services and to promote maximum efficiency.
- K. The CONTRACTOR shall submit a detailed invoice to the Quay County Manager's Office by the tenth day of every month, reflecting the total allowable expenses incurred for the previous month.
- L. The CONTRACTOR shall maintain appropriate licenses for the Clinic and staff.
- M. Contractor, at its own expense, shall carry and maintain in full force and effect during the Term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage in an amount no less than \$1 million per occurrence/\$2 million aggregate. Contractor shall provide proof of such insurance coverage upon request of COUNTY at any time before, during or after the Term of this Agreement. Contractor will immediately notify COUNTY of cancellation of insurance coverage for any reason. Contractor also warrants that Contractor has and will maintain professional liability (i.e. "malpractice") insurance in a coverage

amount no less than what is required by New Mexico law based on Contractor's professional licensure status.

- N. The CONTRACTOR shall supply personnel, supplies, equipment and any other clinic needs at the CONTRACTOR'S expense in accordance with the budget attached to this Contract Attachment I.

- O. The CONTRACTOR shall identify Quay County as a funding source of the Clinic. The CONTRACTOR shall post notice of this funding source in a conspicuous location in the patient waiting area.

- P. The CONTRACTOR shall submit to the COUNTY by August 1st of the current calendar year a plan for the clinic which includes the following:
 - 1. Estimated level of services for primary health care, including staffing, hours of operation, after hour coverage and other relevant information.
 - 2. Detailed information on ancillary services to be provided including lab, x-ray, pharmacy and any other ancillary services, including information on what services will be provided at the Clinic facility.
 - 3. Detailed information on any specialty clinics to be provided at that Clinic facility and the hours of services.
 - 4. An explanation of the referral relationships with EM, hospitals, dental and other care services.
 - 5. An explanation of how integration and coordination with all public and private providers will be accomplished.
 - 6. A plan for increasing the Clinic utilization.
 - 7. An explanation of proposed outreach activities to increase awareness of the Clinic's services.
 - 8. Evaluation methods to determine the effect of the Clinic activities on the overall health of residents in the COUNTY.

ARTICLE 2. COMPENSATION

For services satisfactorily performed pursuant to the Scope of Work, the COUNTY will pass through to CONTRACTOR the entire amount of RPHCA funds awarded annually to the COUNTY by the State less the administrative fees of \$5,000. Allowable reimbursable cost shall be only as outlined in the Budget, which is hereby made a part of this Contract as Attachment I.

ARTICLE 3. PAYMENT

Payment under this Contract shall be on the basis of reimbursement of costs incurred and allowable under the cost categories identified in the Budget, Attachment I. Cost claimed for reimbursement must be substantiated. The CONTRACTOR shall submit to the COUNTY at the close of each month, an invoice reflecting the total allowable costs incurred during the preceding month. Source documentation of the actual expenditures reimbursed shall be made available to the COUNTY without notice in accordance with the Article II, Records and Financial Audit of this Contract, for inspection.

ARTICLE 4. TERM

This Contract shall be effective July 1, 2019 and shall terminate on June 30, 2023. This Agreement shall renew automatically for additional one year periods until terminated in accordance with the provisions hereof.

ARTICLE 5. TERMINATION

- A. The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
1. Either the COUNTY or CONTRACTOR may terminate this Contract without cause upon ninety (90) days written notice to the other party.
 2. If the CONTRACTOR fails to comply with any terms, conditions, requirement or provisions of this Contract, the COUNTY shall notify the CONTRACTOR in writing and, should the CONTRACTOR not remedy such failure within a period of time specified in writing by the COUNTY, the Contract may be terminated immediately following the end of the time period for remedial action.
 3. If, during the term of this Contract, the CONTRACTOR or any of its officers, employees or agents commit client abuse, neglect or exploitation, malpractice, fraud embezzlement or other serious misuse of funds, the COUNTY may terminate this Contract immediately upon written notice to the CONTRACTOR.
 4. The COUNTY may terminate this Contract pursuant to the Appropriations Article of this Contract.
- B. By the methods of termination provided in this subsection, neither party may mollify obligations already incurred for the performance or failure to perform prior to the date of termination.

ARTICLE 6. TERMINATION MANAGEMENT

If this Contract is terminated pursuant to the provisions of this Contract or if the parties mutually agree to discontinue their contractual relationship or upon expiration of the term of the Contract, immediately upon receipt by either the COUNTY or the CONTRACTOR of written notice of termination the CONTRACTOR shall: 1) Not incur any further obligations for salaries, services or any other expenditure of funds under this Contract without the written approval of the COUNTY. 2) Not make any new purchases. 3) Comply with all directives issued by the COUNTY in the notice of termination as to the performance of work under this Contract. 4) Take such action as the COUNTY shall direct for the protection, preservation, retention or transfer of all property listed to the COUNTY and contact records generated under this Contract. 5) On the date of termination of this Contract, the CONTRACTOR shall furnish to the COUNTY: a) a complete detailed inventory of nonexpendable COUNTY property as defined in the Property Article of this Contract and b) a final closing of the financial records and books of accounts which were required to be kept by the CONTRACTOR under the provision of this Contract regarding financial records.

ARTICLE 7. STATUS OF CONTRACTOR

The CONTRACTOR and its agents and employees are independent CONTRACTORS performing professional services for the COUNTY and are not employees of the COUNTY. The CONTRACTOR and its agents and employees shall not, as a result of this agreement, accrue leave, retirement, insurance, bonding, the use of county vehicles or any other benefits afforded to employees of the COUNTY.

ARTICLE 8. ASSIGNMENT

The CONTRACTOR shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the COUNTY.

ARTICLE 9. SUBCONTRACTING

The CONTRACTOR shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the COUNTY. The CONTRACTOR must provide a copy of all approved subcontracts and any amendments to the COUNTY.

ARTICLE 10. RECORDS AND FINANCIAL AUDIT

The CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered during the Contract term and retain them for a period of three (3) years from date of final payment under the Contract. The records shall be

subject to inspection by the COUNTY, the State of New Mexico Department of Finance and Administration, the State Auditor and its agents. The COUNTY shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the COUNTY to recover excessive or illegal payments.

ARTICLE 11. AUDIT REQUIREMENTS

- A. If the total compensations received under this Contract exceed \$20,000, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance.
- B. If the CONTRACTOR receives at least \$25,000 in federal funds under this or any combination of state contracts, the CONTRACTOR shall determine the extent of and make arrangements for auditing fiscal and performance compliance in accordance with the requirements of Federal Office of Management and Budget Circulars A-128, A-133 and the Single Audit Act.
- C. All audits performed under the requirement of paragraphs A and B above shall be done at the CONTRACTOR'S expense. The CONTRACTOR shall make arrangements to have its audit completed by not later than six (6) months after the end of the CONTRACTOR'S fiscal year. Within fifteen (15) days of completion, the CONTRACTOR shall send two (2) copies of the audit report and management letter to the COUNTY.

ARTICLE 12. STANDARDS FOR LICENSING

The CONTRACTOR shall comply with all applicable state and federal laws and regulations concerning professional and health facility licensing and certification requirements and any other applicable legal requirements.

ARTICLE 13. DISCLOSURE OF INFORMATION

- A. It shall be the responsibility of the CONTRACTOR to protect the identity, directly or indirectly, of individual clients receiving services provided through this Contract. For purposes of COUNTY audits, research or program evaluation, client records shall be disclosed to the COUNTY under the following circumstances: 1) If the client gives written consent for disclosure, (2) If all identifying information excluded from the client's record or (3) If disclosure is pursuant to any applicable laws or regulations.
- B. The CONTRACTOR agrees to retain the client records of all clients served during the term of this Contract and also for a period of at least three years from the last date client services provided unless the client records are transferred to another custodian of the records pursuant to the Termination Management Article of this Contract. Retention or disposal of the client records following the three year period remains within the discretion of the CONTRACTOR.

ARTICLE 14. PROGRAM EVALUATIONS

- A. In order to monitor the performance of services and compliance with the provisions of this Contract by the CONTRACTOR, employees of the COUNTY and/or State and Federal agencies which have provided funds under this Contract or their duly authorized representatives, shall visit the offices of the CONTRACTOR when necessary to examine the CONTRACTOR'S operations and records. Client record shall be reviewed in accordance with the Disclosure of Information Article.
- B. Site visits shall be conducted by the COUNTY and follow-up site visits shall be conducted when appropriate. Advance notice of the annual site visit shall be provided by the COUNTY to the CONTRACTOR except when exigent circumstances exist. Follow-up site visits and other visits may be made by the COUNTY without advance notice to the CONTRACTOR.

ARTICLE 15. RELEASE

The CONTRACTOR, upon final payment of the amount due under this Contract, releases the COUNTY, its officers and employees and the State of New Mexico from all liabilities, claims and obligations not assumed herein by the COUNTY or the State of New Mexico, unless the CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE 16. INDEMNIFICATION

The Contractor will indemnify and hold harmless the COUNTY, including payment of costs and attorney fees, against all claims, suits, liability or damages which may be brought, found or levied against the COUNTY as a result or arising out of the services and actions of CONTRACTOR under this contract.

ARTICLE 17. GENERAL AND PROFESSIONAL LIABILITY

As between the parties, each part will be responsible for liability arising from personal injury or damage to people or property occasioned by its agents or employees in the performance of this agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq. NMSA 1978).

ARTICLE 18. PRODUCT OF SERVICES COPYRIGHT

All materials developed or acquired by the CONTRACTOR under this Contract shall become the property of the State of New Mexico and shall be delivered to the COUNTY no later than the termination date of this Contract. Nothing

produced in whole or in part, by the CONTRACTOR under the Agreement shall be the subject of an application for copyright or on behalf of the CONTRACTOR.

ARTICLE 19. CONFLICT OF INTEREST

The CONTRACTOR warrants that they presently have no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of services required under this Contract.

ARTICLE 20. AMENDMENT

This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

ARTICLE 21. SCOPE OF AGREEMENT

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

ARTICLE 22. APPLICABLELAW

This agreement shall be governed by the laws of the State of New Mexico.

ARTICLE 23. APPROPRIATIONS

The performance of this CONTRACT is subject to the condition precedent that sufficient funds are appropriated, authorized, and allocated by the Legislature of the State of New Mexico and/or by the federal government. If sufficient appropriations, authorizations, are not made by the Legislature of the State of New Mexico and/or by the federal government, necessitating a decrease in the amount of CONTRACT funds available for expenditure by the COUNTY, this CONTRACT may be terminated or unilaterally amended to a lower amount of funds upon written notice by the COUNTY to the CONTRACTOR. If the COUNTY proposes a CONTRACT amendment to unilaterally reduce CONTRACT funding, the CONTRACTOR shall have the option to terminate the CONTRACT upon thirty (30) days written notice to the COUNTY, or renegotiate a reduced scope of service.

The decision of the COUNTY as to the amount of the CONTRACT funds available for expenditure from the appropriation and/or allocations shall be final and binding on the CONTRACTOR.

ARTICLE 24. BONDING

Each person employed by the CONTRACTOR who handles funds under this Contract, including persons authorizing payment of such funds, shall be covered by the terms of a fidelity bond providing for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of the CONTRACTOR'S employees, either alone or in collusion with others and (2) failure of the CONTRACTOR or any of its employees to perform faithfully his duties or to account properly for all monies and property received by virtue of this position of employment. This fidelity bond shall be in the amount of not less than Ten Thousand dollars (10,000.00).

ARTICLE 25. PROPERTY

Title to all property furnished by the COUNTY shall remain in the COUNTY. Title to all property acquired by the CONTRACTOR, including acquisition through lease-purchase Contract, for the cost of which the CONTRACTOR is to be reimbursed as a direct item of cost under the Contract shall immediately vest in the COUNTY upon delivery of such property to the CONTRACTOR. Title to other property, the costs of which is to be reimbursed to the CONTRACTOR, under this Contract, shall immediately vest in the COUNTY upon (1) issuance for use of such property in the performance of this Agreement or (2) use of such property in the performance of this Agreement or (3) reimbursement of the cost thereof by the COUNTY, whichever first occurs.

Title to the COUNTY property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

The CONTRACTOR shall maintain a property inventory and administer a program of maintenance, repair and protection of COUNTY property so as to assure its full availability and usefulness for performance under this Contract.

In the event the CONTRACTOR is indemnified, reimbursed or otherwise compensated for any loss or destruction of, or damage to COUNTY property during the period of this Contract, it shall use the proceeds to repair or replace the COUNTY property.

ARTICLE 26. EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR hereby agrees to comply with the Civil Rights Act of 1964 (42 U.S.C.200d, et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794 et seq.), Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), the Americans with Disabilities Discrimination Act of 1975 (42 U.S.C. 12150 et seq.)

and all other applicable federal and state laws and regulations. These laws and regulations prohibit discrimination on the grounds of race, color, national origin, sex, age, religion, sexual preference, medical condition, handicap or disability. The CONTRACTOR also agrees to comply with all relevant rules, regulations, and orders of the U.S. Secretary of Labor.

The agreement is binding on the CONTRACTOR, its successor, transfers, assignees and subcontractors as long as they receive funding or other assistance originating from the COUNTY or retain possession of any property belonging to the COUNTY.

ARTICLE 27. POLITICAL ACTIVITY

No funds hereunder shall be used for any partisan activity or to further the election or defeat of any candidate for public office.

ARTICLE 28. LOBBYING

The CONTRACTOR shall not use any funds received under this Contract for the purpose of hiring a lobbyist or lobbyists to engage in the lobbying on its behalf as defined in the Lobbyist Regulation Act, Section 2-11-1, et seq. NMSA 1978.

ARTICLE 29. PENALTIES

The Procurement Code Sections 13-1-28 to 13-1-199, NMSA 1978, imposes both criminal and civil penalties for violation of its provisions, New Mexico statutes impose criminal penalties where bribes, gratuities or kickbacks have been solicited, given or received in contracts involving public money.

SIGNED BY:

BOARD OF COUNTY COMMISSIONERS, QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Franklin McCasland, Chairman

11/12/19
Date

By: Sue Dowell
Sue Dowell, Member

11/12/19
Date

By: Mike Cherry
Mike Cherry, Member

11/12/19
Date



ATTEST:

Ellen White
Ellen White, County Clerk

PRESBYTERIAN MEDICAL SERVICES:

By: _____
President

Date

Attachment I
Budget

Total expenditures for this Contract shall not exceed annual RPHCA funds and shall be only for the purpose of provision of primary health care services for the Tucumcari clinic and shall not include purchases of equipment or other capital items.

Total Contract Amount: Annual RPHCA
Funding minus Administrative Fees

Quay County Administrative Fees	\$5,000.00
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CONTRACT NUMBER: _____
GRANTEE DUNS NUMBER: 051336105
VENDOR NUMBER: 0000054395

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and County of Quay (**Grantee**), collectively referred to as "the Parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - (a) Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 20-OP-RF-076, \$2,006.00;
 - (b) Selective Traffic Enforcement Program (**STEP**)/100 Days and Nights of Summer (**DNOS**), Project No. 20-PT-RF-076, \$3,009.00;
 - (c) Total Funding awarded per this Agreement \$5,015.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP/DNOS.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or

the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving by giving the Department thirty (30) days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.
7. **Appropriations.** The Grantee acknowledges that:
 - (a) this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - (b) if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - (c) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - (a) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - (b) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15 (and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation);
 - (c) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations;
 - (d) 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - (e) those sections in **Exhibit D** labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Quay County Sheriff's Department
Attn: Sheriff
300 South Third Street
Tucumcari, NM 88401

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
14. **Term.** This Agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2020, unless earlier terminated as provided in Section 6 or Section 7.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other Agreements, whether written or oral, between the Parties, except that this Agreement does not supersede the Grantee's rights under any other grant agreement.

- 19. Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded Agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

COUNTY OF QUAY *Kurt D. Davis* 11/12/19
County Manager

By: *[Signature]* _____ Date: Oct 16, 2019

Title: *[Signature]* _____

Approved as to form and legal sufficiency.

By: *[Signature]* _____ Date: 2019.09.23
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: _____

Title: _____

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 20-OP-RF-076

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - "Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

 - "Directed Enforcement Patrols"** means activities that enforce traffic laws in areas consistent with the agency's operational plan.

 - "Operational Plan"** means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

 - "Winter Superblitz Period"** means November 8, 2019 to January 4, 2020.

 - "St. Patrick's Day Mini Superblitz Period"** means March 13 to March 21, 2020.

 - "Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2020.

 - "National Occupant Protection Mobilization Click It or Ticket period"** means May 18 to May 31, 2020.

 - "Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2020.

 - "National DWI Mobilization Period"** means August 21 to September 7, 2020.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall

keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2020. If the final claim is submitted after October 31, 2020, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
 - a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - c. assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,006.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,006.00

7. **Goals.** The Department's performance goals for the state are to:
 - a. Limit the increase in five-year average unrestrained fatalities to 23 percent from 105 in 2017 to 129 by December 31, 2020. (FARS 5-year averages)
 - b. Increase the seatbelt use percentage by .2 percent from 90.2 in 2018 to 90.4 by December 31, 2020. (State, Annual)

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and 100 DAYS AND NIGHTS OF SUMMER (DNOS) Project Number: 20-PT-RF-076

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the 100 Days and Nights of Summer enforcement period which runs June 21, 2020 through September 28, 2020.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2020. If the final claim is submitted after October 31, 2020, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
 - b. training for officers not previously trained in STEP.
5. **Reporting.** *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.*
6. **Funding** – The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$3,009.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,009.00

7. **Goals.** The Department’s performance goals for the state are as follows:
- a. Limit the increase in five-year average speeding-related fatalities by 6 percent from 134 in 2017 to 142 by December 31, 2020. (FARS, 5-year averages)
 - b. Limit the increase in alcohol-impaired fatalities to 13.5 percent from 111 in 2017 to 126 by December 31, 2020. (FARS, 5-year averages)
 - c. Increase the seatbelt use percentage by .2 percent from 90.2 in 2018 to 90.4 by December 31, 2020. (State, Annual)
 - d. Reduce the number of fatalities in distracted driving crashes by 3.1 percent from 159 in 2017 to 154 by December 31, 2020. (State, 5-year averages)
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit D: Certifications and Assurances
for Fiscal year 2020 Highway Safety Grants
(23 U.S.C. Chapter 4 and Sec. 1906, Pub. L. 109-59, as Amended)

[The Governor's Representative for Highway Safety must sign these Certifications and Assurances each fiscal year. Requirements that also apply to subrecipients are noted under the applicable caption, and must be included in agreements with subrecipients.]

State: New Mexico

By applying for Federal grants under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office, through the Governor's Representative for Highway Safety, agrees to the following conditions and requirements.

GENERAL CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- I have reviewed the information in support of the State's application for 23 U.S.C. Chapter 4 and Section 1906 grants, and based on my review, the information is accurate and complete to the best of my personal knowledge.
- In addition to the certifications and assurances contained in this document, I am aware and I acknowledge that each statement in the State's application bearing the designation "CERTIFICATION" OR "ASSURANCE" constitutes a legal and binding Certification or Assurance that I am making in connection with this application.
- As a Condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with all applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to-
 - 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
 - Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
 - 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
 - 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
 - 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- I understand and accept that incorrect, incomplete, or untimely information submitted in support of the State's application may result in the denial of a grant award. If NHTSA seeks clarification of the State's application, I authorize the Highway Safety Office to provide additional information in support of the State's application for a 23 USC Chapter 4 and Section 1906 grant.

SECTION 402 CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby affirm that-

- The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
- At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
- The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
- The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
- The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seatbelts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
- The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

In my capacity as Governor's Representative for Highway Safety, I-

certify that automated traffic enforcement systems are not used on any public road in the State:

OR

am unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore the State will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1 of the fiscal year of the grant.

OTHER REQUIRED CERTIFICATIONS AND ASSURANCES

In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following additional certifications and assurances:

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

Nondiscrimination

(applies to subrecipients as well as States)

The Subrecipient will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal

aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The Subrecipient —

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

1. Abide by the terms of the statement;
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)
(applies to subrecipients as well as States)

The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restrictions on State Lobbying
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary

Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the

proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America Act

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

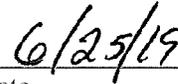
Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

I understand that the information provided in support of the State's application for Federal grant funds and these Certifications and Assurances constitute information upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.



Signature Governor's Representative for Highway Safety



Date

Michael R. Sandoval

Printed Name of Governor's Representative for Highway Safety

**CERTIFICATE OF RESOLUTIONS
CASH MANAGEMENT SERVICES**

TO: AimBank (the "Bank")

Name and Address of Organization:

Quay County New Mexico
300 S. 3rd St.
P.O. Box 1226
Tucumcari, NM 88401

Federal Tax I.D. Number: 85 6000238

Date of Meeting: 11/12/19

Type of Organization:

- Corporation
- Partnership
- Limited Liability Company
- Sole Proprietorship
- Unincorporated Religious Society
- Unincorporated Association
- Other: Gov't Entity

Governing Body:

- Board of Directors
- Partners
- Members and/or Managers
- Owner
- Board of Trustees, Deacons or Elders
- Board of Directors or _____

Quay County Commission

WHEREAS, Organization has designated Bank as a depository of this Organization and one or more deposit accounts have been opened by Organization with Bank; and,

WHEREAS, Bank has offered to and Organization wishes to use certain services and products used in conjunction with Organization's deposit account(s), collectively referred to as "cash management services and products;" and,

WHEREAS, Organization may have designated that two or more signatures are required to withdraw funds from the deposit account(s) of the Organization with Bank through which the cash management services and products shall be offered, but does not desire to impose such multiple signature requirement with respect to withdrawals made by the use of such cash management serves and products; and,

WHEREAS, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw funds from certain accounts through which the Bank's cash management services and products shall be offered, the Organization, in addition to the Authorized Customer Representatives designated in any other resolution, desires to designate any one of the additional Authorized Customer Representative(s) set forth below to execute operating, cash management, funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, safe deposit box, and other agreements relating to deposit accounts with the Bank, and to otherwise initiate transactions or instructions using security procedures applicable to any Bank cash management service used by Organization; and,

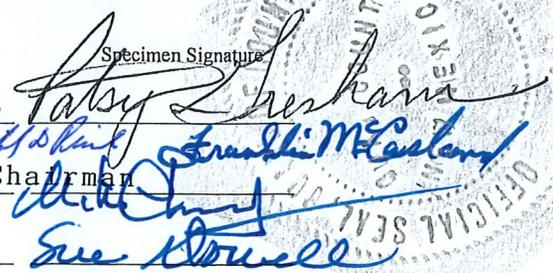
WHEREAS, regardless of the identity of the initiator, Organization further desires to authorize the initiation of transactions or instructions using security procedures applicable to any Bank cash management service and product used by Organization.

NOW THEREFORE,

I hereby certify that the following resolutions were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof:

RESOLVED, that, notwithstanding any other resolution or agreement requiring two or more signatures to withdraw or transfer funds from the deposit account(s) of the Organization, in addition to the Authorized Customer Representatives designated in any other resolution, any one of the following is/are hereby designated as "Authorized Customer Representative(s)" hereunder and are authorized and vested with full authority to act for and on behalf of Organization:

Name	Title
<u>Patsy Gresham</u>	Treasurer
<u>Richard Primrose</u>	Cty Manager
<u>Franklin McCasland</u>	Commission Chairman
<u>Mike Cherry</u>	Commissioner
<u>Sue Dowell</u>	Commissioner

Specimen Signature




RESOLVED, that this Organization may from time to time enter into operating, cash management, funds transfer, automated clearing house, sweep services, remote deposit capture services, master repurchase, online banking, night depository, safe deposit box, and other agreements relating to deposit accounts with the Bank and that any one of the Authorized Customer Representatives is hereby authorized to (1) execute, amend, supplement, and deliver to the Bank agreements, applications, forms and other documents, in either paper or electronic form, on behalf of this Organization upon such terms and conditions as that person may deem appropriate, (2) to appoint and delegate, from time to time, persons who may act on behalf of this Organization pursuant to such agreements, including but not limited to (i) to designate Authorized Company Agents in accordance with the certain agreements as the representatives of Company authorized to transmit and verify transfer instructions to the Bank; (ii) to modify, substitute, or revoke, in accordance with such agreement, the designation of Authorized Company Agents; and (iii) to execute and deliver to the Bank, in accordance with certain agreements, any waiver or special agreement between Company and the Bank respecting Company Callback procedures or additional Security Procedures, including any such waiver or special agreement respecting the Bank's standard of care or obligating Company to indemnify the Bank; (3) add, delete, or change any service or products used by this Organization and the Organization accounts for which the service or products may be used, authorized, for and on behalf of Company: (i) to execute and deliver to the Bank, the Service Agreement (including all appendices) attached hereto, which has been reviewed and approved by the Governing Body; and (4) may further initiate transactions or instructions using security procedures applicable to any Bank cash management services and products used by Organization;

RESOLVED, that regardless of the identity of the initiator, the initiation of a transaction or instructions using security procedures applicable to any Bank cash management services and products used by Organization constitutes sufficient authorization for Bank to execute such transaction or instruction notwithstanding any particular designation by Organization of authorized persons or signature requirements identified on any signature card or other documents relating to Organization's deposit account maintained with Bank, and that the submission of transactions and instructions using the security procedures shall be considered the same as an authorized written signature of an authorized signatory(ies) of Organization in authorizing Bank to execute each such transaction or instruction;

RESOLVED, that Organization shall be bound by any and all transactions initiated either by any Authorized Customer Representative or solely through the use of security procedures designated for any applicable cash management services and products, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Organization;

RESOLVED, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved;

RESOLVED, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions, which supersede all resolutions of like tenor previously furnished to the Bank, and to provide written notice to the Bank in the event these resolution hereafter modified or rescinded; and

RESOLVED, that these resolutions will continue in full force and effect and shall remain irrevocable as far as the Bank is concerned until the Bank is notified in writing of their modification or rescission, which shall have prospective effect only.

I further certify that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization.

I further certify that there is no provision within the articles or incorporation, the by-laws, the articles of organization, the operating agreement, the partnership agreement, or other governing document of the Organization, whichever of the foregoing instruments is applicable, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law.

I further certify that the foregoing resolutions (i) have not been modified, amended or rescinded, (ii) are in full force and effect, and (iii) are binding upon the Organization.

I further certify that the Organization is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly registered in all states in which it does business.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Organization on the date first set forth above.



**AGREEMENT FOR DETAINEE CONFINEMENT
BETWEEN THE COUNTY OF ROOSEVELT
AND QUAY COUNTY**

THIS AGREEMENT is entered into by the and between the County of Roosevelt, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and QUAY COUNTY, NEW MEXICO (hereinafter referred to as the "Contractor.")

RECITALS

WHEREAS, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, or arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Roosevelt County Adult Detention Center (RCDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

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

1. **HOUSING OF DETAINEES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Roosevelt County Detention Center (RCDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the RCDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the Contractor agrees in any event that any persons housed at the RCDC meet the minimum criteria established by these statutes and Law and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The contractor shall pay the County 75.00, per full or partial calendar day for each Contractor detainee confined at RCDC. RCDC has the option to review and increase this Contract upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
3. **CONDITIONS OF HOUSING.** The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, RCDC will adhere to the Prison Rape Elimination Act (PREA) in reference to reporting all allegations of sexual misconduct up to and including sexual violence within the facility.

4. **INVOICES.** The County shall bill the contractor for all detainees housed at RCDC on a monthly basis and shall provide the Contractor a statement containing the names of the Contractor's detainees and their booking number, dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly and be owed to the County, which shall also be entitled to recover its attorney fees incurred in enforcing payment of any invoice.

5. **DETAINEE APPROVAL.** The RCDC Administrator shall have the right to refuse the housing of any Contractor detainee in the RCDC. RCDC will not accept any detainee:
 - a. Awaiting transport to New Mexico Department of Corrections (NMDOC);
 - b. with a current federal or out of state detainer;RCDC will review all documentation and return in written format to Contractor indicating any detainee(s) RCDC will accept or refuse.

6. **Detainee Information:** When submitting any detainee to Roosevelt County pursuant to this agreement, Contractor will provide RCDC a 24 hour notice of its intent to deliver any detainee(s) with all documentation necessary for booking to including the following:
 - A. Arrest warrant and supporting affidavit;
 - B. Arrest report;
 - C. Judgment and Sentence (J&S);
 - D. Release Order;
 - E. Age;
 - F. Criminal Complaint or other Charging Documentation;
 - G. All Medical Records, if any; and
 - H. Any prior and current institutional history (i.e. disciplinary reports or behavior problems)

7. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its detainees to and from RCDC. In the event medical treatment is required outside of the RCDC, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 7, Medical Care, Section C.

8. **DETAINEE POSSESSIONS.** The County will store and safe keep all detainee personal property which is removed from the contractor's detainees upon arrival at RCDC. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the detainee to a criminal investigation by the Roosevelt County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.

9. **MEDICAL CARE.**
 - a. **Routine on Site Care.** The County shall provide routine on site medical care and routine mental health care for contractor's detainees while they are detained at RCDC.
 - b. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs for its detainees.

- c. **Off Site Care.** The contractor is responsible for all costs of offsite medical, and mental health care of its detainees. Upon request by the contractor, the County may provide transportation and security to and from the offsite facility. The County shall bill the contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile to and from the appointment. The contractor shall be responsible for providing security for the detainee(s) for any period of medical confinement that exceeds twenty-four (24) hours.
10. **TERM.** This agreement shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
11. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice to the party, however, a termination shall not be effective until such time as all of the Contractor's detainees have been removed from the RCDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the contractor must pick up its detainees within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
12. **NO THIRD PARTY BENEFICIARIES.** This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement, or seek to enforce this agreement as a third party beneficiary of this agreement or otherwise.
13. **INSURANCE.** The County maintains public liability insurance for its operation of the RCDC. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
14. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
15. **WORKER'S COMPENSATION.** The county shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
16. **SUBCONTRACTING.** The County may subcontract the services to be performed under this agreement. If a person housed at the RCDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
17. **RECORDS AND AUDIT.**
- a. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.

- b. **Contractor Information.** The contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish any and all criminal histories of Contractor detainees in custody at RCDC.
18. **AMENDMENTS.** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
19. **SCOPE OF AGREEMENT.** This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
20. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of New Mexico.
21. **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.
22. **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.
23. **ACCESS BY CONTRACTOR.** The contractor, through permission of the Detention Administrator of RCDC, May inspect the conditions under which its detainees are detained at the RCDC. Access to RCDC shall be coordinated through the Detention Administrator or their designee.
24. **SEVERABILITY.** Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

Remainder of this page left blank

IN WITNESS WHEREOF, the county and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

Roosevelt County

Amber Hamilton
Amber Hamilton, County Manager

10-15-19
Date

Approved as to legal form and sufficiency:

Randy Knudson
Randy Knudson, County Attorney

10/15/19
Date

Contractor

Franklin McCasland
Authorized Signatory

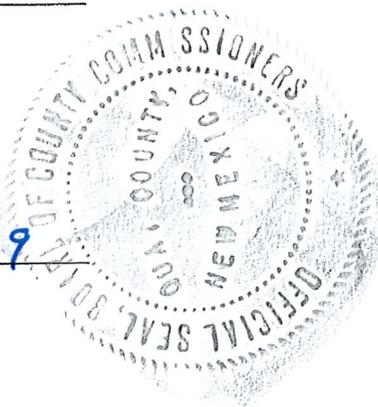
11/12/19
Date

FRANKLIN McCASLAND
Printed Title

Approved as to legal form and sufficiency:

Attorney

Date



**2019-2020
QUAY COUNTY
RESOLUTION NO. 23**

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the **County of Quay** ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the **Quay County Board of Commissioners** ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the **New Mexico Finance Authority** ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake **acquisition**, construction and improvement of a **Smeal Class A Pumper Fire Apparatus for Fire District III** ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF QUAY:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2019.

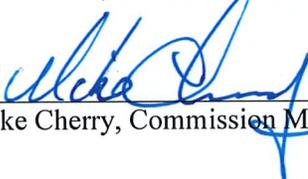
BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland, Commission Chairman



Sue Dowell, Commission Member



Mike Cherry, Commission Member



(SEAL)

ATTEST:



Ellen L. White, County Clerk



**NEW MEXICO
FINANCE AUTHORITY**

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	11/12/2019
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Applicant/Entity:	Quay County Rural III Fire District		
Address:	P. O. Box 1246, Tucumcari, NM 88401		
County	Quay	Census Tract:	9,586.02
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000238	
Legislative District:	Senate:	8	House:
			67
Phone:	575-461-2111	Fax:	575-461-6208
Email Address:	richard.primrose@quaycountynm.gov		
Individual Completing Application:	Cheryl Simpson		
Address:	300 S. Third St., Tucumcari, NM 88401		
Phone:	575-461-2112	Fax:	575-461-6208
Email Address:	cheryl.simpson@quaycountynm.gov		

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

AAA FirePro Smeal Class A Pumper installed on a 2021 Freightliner M2106 Chassis

2. When do you need NMFA funds available? December 1, 2020

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Class A Pumper	\$ 220,000	\$ 213,847	\$	\$ 433,847
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 220,000	\$ 213,847	\$	\$ 433,847

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: _____
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Other Revenue: _____

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports

- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

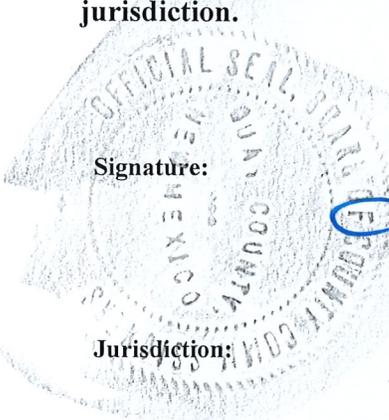
V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.



Signature:

Franklin McCasland
(highest elected official)

Title: Quay County Commission Chair

Jurisdiction:

Quay County

Print Name:

Franklin McCasland

Date: 11/12/2019

Signature:

Richard D. Primrose

Date: 11/12/2019

Finance Officer/Director: Richard Primrose, County Manager

**2019-2020
QUAY COUNTY
RESOLUTION NO. 24**

**AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED
APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT
APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY**

WHEREAS, the **County of Quay** ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the **Quay County Board of Commissioners** ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the **New Mexico Finance Authority** ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake **acquisition**, construction and improvement of a **Smeal Class A Pumper Fire Apparatus for Jordan Fire District** ("Project") for the benefit of the Governmental Unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE COUNTY OF QUAY:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of November, 2019.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Commission Chairman


Sue Dowell, Commission Member


Mike Cherry, Commission Member

(SEAL)

ATTEST:


Ellen L. White, County Clerk





**NEW MEXICO
FINANCE AUTHORITY**

NMFA Use Only:	
App. #:	-PP
FA assigned:	
Legislative Authorization	

**PUBLIC PROJECT REVOLVING FUND
EQUIPMENT APPLICATION**

I. GENERAL INFORMATION

A. APPLICANT /ENTITY

Application Date:	11/12/2019
--------------------------	------------

Applicant/Entity:	Quay County Jordan Fire District		
Address:	P. O. Box 1246, Tucumcari, NM 88401		
County	Quay	Census Tract:	9,586.02
Federal Employer Identification Number (EIN) as issued by the IRS:		85-6000238	
Legislative District:	Senate:	8	House: 67
Phone:	575-461-2111	Fax:	575-461-6208
Individual Completing Application:		Cheryl Simpson	
Address:	300 S. Third St., Tucumcari, NM 88401		
Phone:	575-461-2112	Fax:	575-461-6208
Email Address:		richard.primrose@quaycount	
Email Address:		cheryl.simpson@quaycount	

II. PROJECT SUMMARY

A. Project Description. Complete the following information, using additional paper if necessary. Include any additional documents that may be useful in reviewing this project, i.e. architectural designs, feasibility studies, business plan, etc.

1. Description of Equipment:

AAA FirePro Smeal Class A Fire Apparatus with a 1,250 gallon tank and pump.

2. When do you need NMFA funds available? December 1, 2020

B. Total Project Cost & Sources of Funds Detail.

Equipment Items	NMFA Funds Requested	Other Public Funds*	Private Funds	Total
Class A Fire Apparatus	\$ 220,000	\$ 216,226	\$	\$ 436,226
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
Total Cost:\$	\$ 220,000	\$ 216,226	\$	\$ 436,226

III. FINANCING

A. Specify the revenue to be pledged as security for the NMFA loan (a revenue source must be pledged for this type of project).

- Municipal Local Option GRT – please specify: _____
- County Option GRT – please specify: _____
- Other Tax-Based Revenue: _____
- State-Shared GRT
- Law Enforcement Funds
- Fire Protection Funds
- Other Revenue: _____

B. Preferred financing term: 10 years.

C. Is any debt being repaid from the revenue source(s) referenced in A (1)? Yes No

If yes, provide bond or loan documents and payment schedule for any existing debt service being paid from the same revenues that would be used to repay a NMFA loan.

IV. READINESS TO PROCEED ITEMS

A. The following items must accompany this application in order for this application to be considered complete:

- Equipment cost breakdown (if applicable)
- Three most recently completed fiscal year audit reports

- Current unaudited financials
- Current fiscal year budget
- Equipment Application
- Application Resolution
- Minutes of public hearing meeting approving submission of application
- Any additional information requested by NMFA

V. CERTIFICATION

I certify that:

We have the authority to request and incur the debt described in this application and, upon award, will enter into a contract for the repayment of any NMFA loans and/or bonds.

We will comply with all applicable state and federal regulations and requirements.

To the best of my knowledge all information contained in this application is valid and accurate and the submission of this application has been authorized by the governing body of the undersigned jurisdiction.

Signature:

Franklin McCasland
(highest elected official)

Title: Quay County Commission Chair

Jurisdiction:

Quay County

Print Name:

Franklin McCasland

Date: 11/12/2019

Signature:

Richard D. Primrose

Date: 11/12/2019

Finance Officer/Director:

Richard Primrose, County Manager

DATE/19	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
10/3/2019	KENNEY	QUAY ROAD 96	0600-0800	2.00	
10/7/19	QUADE	QUAY ROAD 25	5000-5200	2.00	
	QUADE	QUAY ROAD BC	2400-2700	3.00	
	KENNEY	QUAY ROAD L	9400-9600	2.00	
	LARRY	QUAY ROAD AD	3400-3900	5.00	
	LARRY	QUAY ROAD 36	2900-3000	1.00	
10/8/19	QUADE	QUAY ROAD BC	2700-2850	1.50	
	QUADE	QUAY ROAD 26	4900-5000	1.00	
	QUADE	QUAY ROAD 27	4800-5000	2.00	
	DONALD	QUAY ROAD AC	6800-7000	2.00	
	DONALD	QUAY ROAD 69	2700-2800	1.00	
	DONALD	QUAY ROAD 68	2600-2700	1.00	
	DONALD	QUAY ROAD 65	2800-2900	1.00	
	DONALD	QUAY ROAD 67	2800-2900	1.00	
	LARRY	QUAY ROAD 34	3000-3100	1.00	
	LARRY	QUAY ROAD 31	3000-3100	1.00	
	LARRY	QUAY ROAD AE	3350-3400	0.50	
	LARRY	QUAY ROAD AF	3300-3450	0.50	
	LARRY	QUAY ROAD AF	3150-3200	0.50	
	KENNEY	QUAY ROAD J	9600-9850	2.70	
	KENNEY	QUAY ROAD 96	0800-0900	1.00	
10/9/19	QUADE	QUAY ROAD 27	4500-4800	3.00	
	QUADE	QUAY ROAD AU	2700-2800	1.00	
	QUADE	QUAY ROAD AT	2400-2700	3.00	
	LOUIS	QUAY ROAD 57	1800-2200	4.00	
	LOUIS	QUAY ROAD V	5550-5700	1.50	
	LOUIS	QUAY ROAD U	5700-5950	2.50	
	KENNEY	QUAY ROAD 90	0300-0500	2.20	
	LARRY	QUAY ROAD 34	2700-2900	2.00	
10/10/19	QUADE	QUAY ROAD 28	5700-6300	6.00	
	QUADE	QUAY ROAD BJ	2700-2800	1.00	
	LARRY	QUAY ROAD 34	2700-2800	1.00	
	LARRY	QUAY ROAD AD	3100-3200	1.00	
	KENNEY	QUAY ROAD 93	0001-0450	4.35	
	LOUIS	QUAY ROAD O	5900-6500	6.00	
	LOUIS	QUAY ROAD 62	1300-1500	2.00	
	LOUIS	QUAY ROAD M	6000-6225	2.25	
10/14/19	LARRY	QUAY ROAD AE	4000-4050	0.50	
	LARRY	QUAY ROAD 49	1800-1900	1.00	
	LARRY	QUAY ROAD R	4600-4700	1.00	
	KENNEY	QUAY ROAD L	9000-9300	2.50	.50 MILES OF DITCH WORK
	QUADE	QUAY ROAD 41	5900-6200	3.00	
	LOUIS	QUAY ROAD O	6500-6775	2.45	
	LOUIS	QUAY ROAD 67	1400-1500	1.00	
	LOUIS	QUAY ROAD N	6500-6800	3.00	
	LOUIS	QUAY ROAD 67.7	1350-1400	0.35	
10/15/19	LARRY	QUAY ROAD R	4500-4600	1.00	
	LARRY	QUAY ROAD Q	4700-4800	1.00	

	LARRY	QUAY ROAD 47	1700-1800	1.00	
	LARRY	QUAY ROAD 45	1725-1875	1.50	
	DONALD	QUAY ROAD 63.2	3648-3675	0.20	
	DONALD	QUAY ROAD 63.4	3630-3698	0.76	
	DONALD	QUAY ROAD 63.8	3600-3700	1.00	
	DONALD	QUAY ROAD AK.4	6350-6375	0.22	
	DONALD	QUAY ROAD AK.4	6300-6400	1.00	
	DONALD	QUAY ROAD 54	4100-4300	2.00	
	QUADE	QUAY ROAD BH	3400-3700	3.00	
	LOUIS	QUAY ROAD M	5900-5950	0.50	
	LOUIS	RT. 66	1100-1475	3.75	
10/16/19	LARRY	QUAY ROAD 47	1500-1700	2.00	
	LARRY	QUAY ROAD Q	4500-4700	2.00	
	DONALD	QUAY ROAD 45	4200-4545	4.13	PULLED DITCH/BLADE
	DONALD	QUAY ROAD AT	4300-4500	2.00	PULLED DITCH/BLADE
	LOUIS	RT. 66	0700-1100	4.00	
	LOUIS	QUAY ROAD G	5900-6000	1.00	
	QUADE	QUAY ROAD BH	3300-3400	1.00	
10/17/19	LOUIS	QUAY ROAD K	5900-6040	1.40	
	KENNEY	QUAY ROAD C	8600-8900	3.00	
	LARRY	QUAY ROAD 49	2000-2200	2.00	
	LARRY	QUAY ROAD V	4800-4900	1.00	
	LARRY	QUAY ROAD 48	2325-2600	3.25	
	LOUIS	QUAY ROAD 60	0875-1000	1.20	
	LOUIS	RT. 66	0600-0700	1.00	
	LOUIS	QUAY ROAD F	5950-6050	1.00	
	QUADE	QUAY ROAD BH	3200-3300	1.00	
10/21/19	LARRY	QUAY ROAD X	3775-3900	1.25	
	LARRY	QUAY ROAD 37	2450-2500	0.50	
	DONALD	QUAY ROAD 43	4200-4600	4.00	
	DONALD	QUAY ROAD AN	4500-4600	1.00	
	DONALD	QUAY ROAD AM	3600-3900	3.00	
	DONALD	QUAY ROAD 45	3800-3900	1.00	
	LOUIS	QUAY ROAD M	5700-5900	2.00	
	LOUIS	QUAY ROAD 51	0900-1200	3.00	
	QUADE	QUAY ROAD 54.5	5900-6275	3.75	
10/22/19	LOUIS	QUAY ROAD I	4900-5100	2.00	
	DONALD	QUAY ROAD AK	5800-5900	1.00	
	LARRY	QUAY ROAD 44	1500-1600	1.00	
	QUADE	QUAY ROAD 31	5100-5600	5.00	
	QUADE	QUAY ROAD 33	4900-5000	1.00	
10/23/19	QUADE	QUAY ROAD AZ	3000-3300	3.00	
	QUADE	QUAY ROAD AY	3000-3100	1.00	
	LOUIS	QUAY ROAD 53	0500-0600	1.10	
	LOUIS	QUAY ROAD 49	0500-0900	4.20	
10/24/19	LOUIS	QUAY ROAD 50	1200-1400	2.00	
	LOUIS	QUAY ROAD 49	0870-0910	0.40	
10/28/19	LOUIS	QUAY ROAD 50	1400-1700	3.53	

	ARMANDO	QUAY ROAD O	9600-9775	2.10
	ARMANDO	QUAY ROAD S	9600-9800	2.00
	ARMANDO	QUAY ROAD 96	1200-1800	6.00
10/29/19	LOUIS	QUAY ROAD 50	1700-1800	2.00
	LOUIS	QUAY ROAD 54	1750-1800	0.32
	LOUIS	QUAY ROAD 55	1800-2200	4.57
	LOUIS	QUAY ROAD S	5400-5500	1.00
	QUADE	QUAY ROAD BH	3400-3600	2.00
10/31/2019	KENNEY	QUAY ROAD L	8800-9100	3.50
	QUADE	QUAY ROAD BH	3200-3400	2.00
	QUADE	QUAY ROAD 26	5100-5200	1.00
		TOTAL		209.43



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective October 29, 2019 (the "Agreement Date") by and between:

"Client"

Name: Quay County
Address: P.O. Box 1246, Tucumcari, NM 88401
Phone: 575.461.2112
Representative: Richard Primrose Email: richard.primrose@quaycounty-nm.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 1601 Camino Del Coronada, Tucumcari, NM 88401
Phone: 575.461.0181
Representative: Dave Maxwell, Principal Email: dave.maxwell@stantec.com

Project Name (the "Project"):

Feasibility Study for New Road - 181710691

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

DESCRIPTION OF CLIENT: The Client confirms and agrees that the Client has authority to enter into this Agreement on its own behalf and on behalf of all parties related to the Client who may have an interest in the Project.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals,

licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as, or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes and regulations of government agencies, including federal, state, provincial, municipal and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's

budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

Liability of Stantec shall be further limited to such sum as it would be just and equitable for Stantec to pay having regard to the extent of its responsibility for the loss or damage suffered and on the assumptions that all other consultants and all contractors and sub-contractors shall have provided contractual undertakings on terms no less onerous than those set out in this Agreement to the Client in respect of the carrying out of their obligations and have paid to the Client such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Stantec, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted and executed this Agreement as of the Agreement Date noted above.

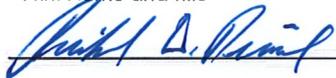
Quay County

Stantec Consulting Services Inc.

Richard Primrose, County Manager
Print Name and Title

Dave Maxwell, Principal
Print Name and Title

Signature



Signature





**PROFESSIONAL SERVICES AGREEMENT
ATTACHMENT "A"**

Attached to and forming part of the Agreement BETWEEN:

Quay County
(hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(hereinafter called "Stantec")

EFFECTIVE: October 29, 2019

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above described Agreement.

SERVICES: Stantec shall perform the following Services:

PROFESSIONAL SERVICES DURING THE DESIGN and BIDDING PHASE
ENGINEERING SERVICES DURING THE CONSTRUCTION PHASE
(hereinafter called the "Services")

CONTRACT TIME: Commencement Date: September 26, 2019
Estimated Completion Date: September 26, 2020

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Professional Services will be paid on a lump sum basis.

Total PO Contract Amount: Forty-Four Thousand Seven Hundred Eighty-Nine and 54/100 Dollars w/o NMGRT (**\$44,789.54 w/o NMGRT**)

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL
CONDITIONS:**

The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

PROFESSIONAL SERVICES

The data presented by STANTEC represent conditions only at the specified locations and at the time designated. CLIENT acknowledges that these data may not represent conditions at other locations and times. STANTEC shall not be responsible for the interpretation given by others to STANTEC's data, interpretations and recommendations.

CLIENT acknowledges that STANTEC will provide a professional opinion relative to the presence of disposed hazardous substances, but STANTEC will not write a certification, statement, or guarantee.

CLIENT agrees to provisions of the AGREEMENT related to hazardous substances and accepts professional services deemed necessary by STANTEC to comply with legal regulatory and health and safety standards which govern work with hazardous substances.

HAZARDOUS SUBSTANCES

Hazardous Substances Defined: Hazardous substances shall be defined as any chemically derived or naturally occurring substance or waste material reasonably considered to be subject to any federal, state or provincial law regulating such substances or wastes as hazardous.

Special Nature of Work - CLIENT Understanding: SERVICES provided by STANTEC will be based on information furnished by CLIENT and/or data ordinarily collected in the performance of such work by CLIENT. STANTEC shall exercise professional judgment and shall perform SERVICES using that degree of care and skill ordinarily exercised under similar circumstances by environmental consultants practicing on similar projects, in a similar time frame, and in this or similar localities. CLIENT understands that environmental services involving hazardous substances and hazardous wastes present hazards and liability risks to CLIENT and STANTEC if not conducted in compliance with applicable laws and regulations and with full disclosure of the presence of hazardous substances by CLIENT. CLIENT understands and agrees to the terms of this contract which authorize STANTEC to act on CLIENT's behalf and be compensated at STANTEC's usual rates for such SERVICES.

Information: CLIENT will disclose to STANTEC all known or reasonably available information regarding past uses, existing conditions, and proposed uses of the site. CLIENT will specifically identify and describe to STANTEC all releases of hazardous substances known or reasonably believed to have occurred which are relevant to the SERVICES to be performed by STANTEC. CLIENT will furnish any additional information requested by STANTEC including but not limited to: existing reports, plans, surveys, water and soil test data, and permits issued by agencies of government. CLIENT authorizes STANTEC to use all information supplied, including incorporating the information by copying or direct reference into reports prepared by STANTEC.

Representative: CLIENT agrees to provide a representative at the job site to supervise and coordinate the job when requested by STANTEC and upon 24 hours notice.

Responsibility for Safety and Health: STANTEC will not create conditions which are hazardous to CLIENT or other parties. STANTEC agrees to comply with the site safety and health plan (as defined by federal law) and other additional safety requirements specified by CLIENT or CLIENT's agent. CLIENT shall provide such information to STANTEC as soon after execution of this AGREEMENT as practical and in no case less than five working days prior to commencement of work. STANTEC shall not be liable for injuries or economic loss associated with project safety except where such injuries or economic loss is caused by the sole negligence of STANTEC; and STANTEC reserves the right to stop work if an unsafe condition is observed.

In the event STANTEC is retained in a capacity in which it is responsible for preparation of a site safety and health plan by operation of law, regulation, or being placed in a supervisory or coordination role with respect to other parties at the site, it shall be authorized by CLIENT to assure to STANTEC's satisfaction that all requirements of such plan are complied with by CLIENT, CLIENT's employees and agents, and other parties. CLIENT agrees to provide information requested by STANTEC and to cooperate with the preparation and implementation of STANTEC's safety and health plan. STANTEC shall not be liable for personal injuries or property damages unless said personal injuries or property damages are found to be caused by STANTEC's sole negligence in either its preparation of a site safety and health plan or its exercise of its responsibilities thereunder.

Notification to Government Agencies: CLIENT hereby agrees to comply with all requirements of federal, state, provincial, and local laws, regulations, and ordinances governing notifications of hazardous substance releases immediately upon notification by STANTEC that a release, threatened release, or other reportable event has occurred and that notification is required. In the event that CLIENT or CLIENT's agent is unavailable to make such required report or otherwise fails to do so, CLIENT hereby authorizes STANTEC to make reports on its behalf.

Hazardous Waste and Hazardous Substance Transportation and Disposal: Hazardous wastes and hazardous substances, as defined by federal, state and provincial law, encountered by STANTEC, shall be deemed to have been generated by and the property of CLIENT. STANTEC's discovery, excavation, handling, packaging, and storing of such wastes shall be as CLIENT's agent and STANTEC shall incur no liability whatsoever with respect to such wastes except where such liability arises out of its willful misconduct or wanton negligence. CLIENT shall be solely responsible for selection of transporters and disposal or treatment sites. CLIENT shall provide documentation and/or identification required by law, if any, to accompany all shipments of hazardous wastes and CLIENT shall be solely responsible for all fees, taxes, and other charges associated with hazardous wastes. In the event CLIENT is unavailable or for any other reason fails to exercise its obligations under state and federal hazardous waste laws, STANTEC is hereby authorized to act as CLIENT's agent to the extent necessary to properly manage any hazardous wastes and hazardous substances encountered during work for CLIENT in accordance with applicable laws and regulations or in compliance with the orders of any federal, state or local agency. All such work shall be billed to CLIENT on a time and expense basis.

ADDITIONAL
ATTACHMENTS:

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

Exhibit A – Scope and Compensation for Professional Services

Stantec shall obtain where possible insurance as described in the Certificate of Insurance attached hereto.

INSURANCE
REQUIREMENTS:

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

2019 Stantec Standard Billing Level Rate Table 0

External
Transportation

TRANSPORTATION

TABLE - 0

Title	Level	Hourly Rate
Principal	Level 15	\$ 170.00
Senior Project Manager	Level 14	\$ 155.00
Senior Transportation Engineer	Level 14	\$ 155.00
Client Services Manager	Level 13	\$ 144.00
Senior Project Engineer	Level 13	\$ 144.00
Senior Engineer	Level 12	\$ 135.00
Senior Civil Designer	Level 12	\$ 135.00
Project Engineer	Level 11	\$ 131.00
Civil Designer	Level 11	\$ 131.00
Senior Civil Designer	Level 09	\$ 121.00
Civil Engineer	Level 09	\$ 121.00
Civil Designer	Level 08	\$ 110.00
CAD Technician	Level 08	\$ 110.00
Engineering Technician	Level 08	\$ 110.00
Civil Designer	Level 07	\$ 105.00
Construction Observer	Level 07	\$ 105.00
CAD Technician	Level 04	\$ 87.00
Project Manager Assistant	Level 06	\$ 100.00
Office Administrator	Level 05	\$ 95.00

EXHIBIT A

SCOPE AND COMPENSATION FOR PROFESSIONAL SERVICES DURING THE DESIGN and BIDDING PHASES

Quay County
New Road Feasibility Study

The OWNER's/AGENCY's/ goals and expectations for the project are generally as described below:

The following Scope of Work and Cost Proposal is for the fees associated with the following Professional Services at this time:

Professional Services: Develop a feasibility/Preliminary Engineering Report (PER) for a 2.4 mile new road between Mine Canyon Road (QR A102) and Frost Road. Scope of work will include a Line and Grade study for three routes, development of an Engineer's Opinion of Probable Construction Cost, determination of Right-of-Way requirements, Surface Water Drainage Analysis, and identification of apparent environmental, cultural, social and physical constraints potentially effecting the project.

A. Compensation for Professional Services Lump Sum Method of Payment (Reference Attachment 1):

Professional Services in the Lump Sum amount of Forty-Four Thousand Seven Hundred Eighty-Nine and 54/100 w/o NMGRT Dollars **(\$44,789.54 w/o NMGRT)**.

Professional Services	\$44,789.54
Total Project Cost	\$44,789.54

B. Scope and Compensation:

1. *Feasibility Study/Preliminary Engineering Report (PER)*

- a.) Develop horizontal and vertical alignments for three routes for the proposed road
- b.) Develop Engineer's Opinion of Probable Construction Costs for each route
- c.) Determine extent of required Right-of-Way for each route
- d.) Conduct a Surface Water Analysis to determine drainage requirements
- e.) Identification of apparent environmental, cultural, social and physical constraints potentially effecting the project. Contact appropriate local, state and federal agencies for information
- f.) Prepare a PER for the County to present the results of the Feasibility Study

C. The work will be completed within One (1) year from the date of funding authorization.

Cost Proposal for Engineering Services

Project: New Road Feasibility Study

10/30/2019

Line and Grade Study

Title	Rate	Hours	Amount
Principal	\$ 170.00	6.5	\$ 1,105.00
Senior Engineer	\$ 135.00	4	\$ 540.00
Senior Transportation Engineer	\$ 155.00	76	\$ 11,780.00
Senior Civil Designer	\$ 121.00	68	\$ 8,228.00
Civil Engineer - EIT	\$ 121.00	84	\$ 10,184.00
CAD Technician	\$ 87.00	112	\$ 9,744.00
Client Services Manager	\$ 144.00	8	\$ 1,152.00
Project Manager Assistant	\$ 100.00	15	\$ 1,500.00
Total		367	\$ 44,213.00
Reimbursable Expense	Rate	Amount	Amount
Mileage (Current IRS Rate)	\$ 0.58	2 Trips @ 344 miles per trip	\$ 399.04
Meals (GSA Rates)	\$ 45.00	2	\$ 90.00
8.5" x 11" Prints	\$ 0.15	500	\$ 75.00
11" x 17" Prints	\$ 0.25	50	\$ 12.50
Total			\$ 576.54
		Preliminary Design	\$ 44,789.54



CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/18/2019

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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
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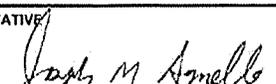
INSURED
 1445261 STANTEC CONSULTING SERVICES INC.
 370 INTERLOCKEN BOULEVARD, SUITE 300
 BROOMFIELD CO 80021-8012

COVERAGES **CERTIFICATE NUMBER:** 15329149 **REVISION NUMBER:** XXXXXXXX

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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TC2J-UB-8E08592 (AOS) TRI-UB-8E08593 (MA, WD) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER 15329149 QUAY COUNTY PO BOX 1246 TUCUMCARI NM 88401	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 
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