



QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 28, 2020

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session September 14, 2020

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

- I. **Russell Shafer, Quay County Sheriff**
 - Presentation of Sheriff's Report
 - Request Approval of the BKLUP/Click it or Ticket & STEP Grant Agreement
- II. **Christopher Birch, Quay County Detention Center Administrator**
 - Request Approval of Dona Ana County Juvenile Housing Agreement
- III. **Lucas Bugg, Quay County Fire Marshall**
 - Request Approval for Transfer of Equipment - 1986 Ford Class A Pumper from Forrest Fire Department to Nara Visa Fire Department
- IV. **Daniel Zamora, Quay County Emergency Manager**
 - Request Approval of the EMPG COVID-19 Supplemental Sub-Grant Application
- V. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of FY 2020-2021 Resolution No. 6 – Budgetary Adjustment for EMS Fund
 - Request Approval of FY 2020-2021 Resolution No. 7 – Budgetary Adjustment for Hospital Fund
 - Request Approval of FY 2020-2021 Resolution No. 8 – Budgetary Adjustment for DWI Reversion



VI. Larry Moore, Quay County Road Superintendent
• **Road Update**

VII. Richard Primrose, Quay County Manager
• **Request Approval of FY 2020-2021 Resolution No. 5 – Drought Emergency Declaration**
• **Correspondence**

VIII. Indigent Claims Board
• **Call Meeting to Order**
• **Request Approval of Indigent Minutes for the August 24, 2020 Meeting**
• **Request Approval of Claims Prepared by Sheryl Chambers**
• **Adjourn**

IX. Request Approval of Accounts Payable

X. 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

September 28, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 28th day of September, 2020 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Daniel Zamora, Quay County Emergency Manager
Larry Moore, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshal
Cheryl Simpson, Quay County Finance Director
Patsy Gresham, Quay County Treasurer
Chris Birch, Quay County Detention Center Administrator
Russell Shafer, Quay County Sheriff
Jerri Rush, District 2 Commissioner Elect
Jason Lamb, Quay County Extension Agent
Ron Warnick, Quay County Sun

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 September 14, 2020 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

County Manager, Richard Primrose, requested an Inmate Housing Agreement with San Juan County be included with Agenda Item Number 2. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda with the added item as amended. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: NONE

NEW BUSINESS:

Quay County Sheriff, Russell Shafer, requested approval of the BKLUP/Click it or Ticket & STEP Grant Agreement. Shafer stated the amounts of the \$2,006.00 and \$3,009.00 respectively.

Shafer indicated the funds will be used for saturation patrols. A MOTION was made Mike Cherry, SECONDED by Sue Dowell to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of the Agreement is attached to these minutes.

Sheriff Shafer distributed a copy of the Departments Activity Report for the month of August. A copy is attached.

Quay County Detention Center, Chris Birch, requested approval of the following Inmate Housing Agreements:

- Dona Ana County Agreement at the rate of \$185.00 daily.
- San Juan County Agreement at the rate of \$225.00 daily.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve both Housing Agreements. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". Copies are attached.

Quay County Fire Marshall, Lucas Bugg, requested approve to transfer a 1986 Ford Class A Pumper from the Forrest Fire Station to the Nara Visa Fire Department. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the transfer. MOTION carried with Cherry voting "aye", Dowell voting "aye", and McCasland voting "aye". A copy of the request is attached.

Daniel Zamora, Quay County Emergency Manager requested approval of the EMPG COVID-19 Supplemental Sub-Grant in the amount of \$25,000.00. Zamora stated this Grant requires a funding match that can be obtained through the CARES ACT Funding. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Supplemental Sub-Grant. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

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

1. Resolution No. 6; Authorization of Budgetary Decrease to EMS Fund (414). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 6. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.
2. Resolution No. 7; Authorization of Budgetary Increase to Hospital Fund (501). A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 7. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.
3. Resolution No. 8; Authorization of Budgetary Increase to DWI Distribution (622). A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 8. MOTION carried with Dowell voting "aye", Cherry voting "aye", and McCasland voting "aye". A copy is attached.

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

1. Crews have finished hauling on Quay Road AZ and work continues to complete this project. Hauling is beginning on Quay Road 33 and crews will move onto Quay Road 27, which will complete the School Bus Projects.
2. Crews have installed 3 cattle guards, cleaned cattle guards and are installing culverts today. Equipment maintenance is ongoing.
3. On September 22, Moore and Primrose met with Stantec regarding the Route 66 Bridge Projects. Bridge 1625 design is at 60% complete with the final design projected for December 9, 2020. Construction would begin in May, 2021. They also discussed alternate construction materials for Bridge 1042 as the material costs with the original plan are too expensive.

Richard Primrose, Quay County Manager presented the following items for approval:

1. Requested approval of Resolution No. 5; Drought Emergency Declaration. Jason Lamb, Quay County Extension Agent provided letters and results of a recent survey conducted among producers in support of the Declaration. 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 Cherry voting "aye". A copy is attached to these minutes.

Primrose provided the following correspondence:

1. Provided a copy of the monthly Gross Receipts Tax Report.
2. Distributed a letter from the NM Department of Health regarding the recent increase in reported COVID-19 cases in Quay County.

Commissioner Dowell expressed her concern over the inadequacies of the gating criteria and how it affects smaller counties. Dowell stated elected officials are chosen by their voters to represent the people in the county and the hands of elected officials are tied with regards to representing their people when it comes to this issue. Dowell suggested a Resolution or some type of correspondence be sent to the Governor expressing our concern. Both Commissioners Cherry and McCasland agreed with Commissioner Dowell's concern.

3. A drive through flu shot clinic will be held on Saturday, October 3rd at the Fairgrounds by the Presbyterian Health Care Services. A clinic will also be held in Logan.
4. Primrose attend a meeting of the Interstate Stream Commission as the Representative for the Ute Reservoir Water Commission. The meeting was held via Zoom.
5. Letters/Applications to businesses throughout the County will be distributed to make them aware of the recent funding made available through CARES ACT.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:35 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:40 a.m.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending September 24, 2020. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

NONE

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 9:50 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



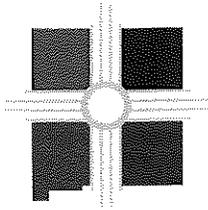
Franklin McCasland
Franklin McCasland

Sue Dowell
Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:

Ellen L. White
Ellen L. White, County Clerk



MEMORANDUM

Date: September 16, 2020

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division *Jeff Barela*
Jeff Barela (Sep 17, 2020 08:09 MDT)

From: Kimberly Wildharber, Staff Manager *Kimberly Wildharber*

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and County of Quay

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

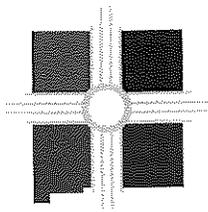
Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

1. TSD Program Manager Cora Lee Anaya Phone # 505-490-1183 will oversee the project(s).
2. The Consolidated Agreement provides funding to Quay County Sheriff's Department to conduct the following project(s) and activities as shown below.
 - BKLUP -\$2,006.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP - \$3,009.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2021.
4. A deliverables table is listed in Exhibit B & C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

September 16, 2020

Sheriff Russell Shafer
Quay County Sheriff's Department
300 South Third Street
Tucumcari, NM 88401

RE: Project Agreement

Dear Sheriff Shafer:

Enclosed is the project agreement for the federal 2021 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town, or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
01-OP-RF-076	State Road Fund				\$2,006.00
01-PT-RF-076	State Road Fund				\$3,009.00

2 CFR Subpart F 200.500-521

(a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

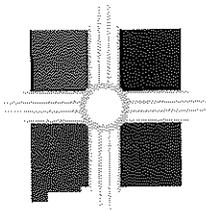
Bruce Ellis
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Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2020, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {20}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small Agency (Populations below 50,000) – 1 DWI in 36 hours

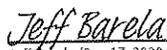
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,


Jeff Barela (Sep 17, 2020 08:09 MDT)

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 16, 2020 From: Cora Lee Anaya

Location: Traffic Safety Division

Phone: 505-490-1183

Agency: NMDOT

Contractor: Quay County Sheriff's Department

Project No.: 01-OP-RF-076, 01-PT-RF-076

NEW CONTRACT

- Copy of RFP, if applicable
- Copy of approved sole source justification
- Copy of approved small purchase justification
- Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT

- Scope of Work
- Additional Compensation
- Time extension

Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

EXEMPT FROM PROCUREMENT PROCESS (university; other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

Please make corrections on pages

I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

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. 01-OP-RF-076, \$2,006.00;
 - b. Selective Traffic Enforcement Program (**STEP**), Project No. 01-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.

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 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 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 Russell Shafer
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, 2021, 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

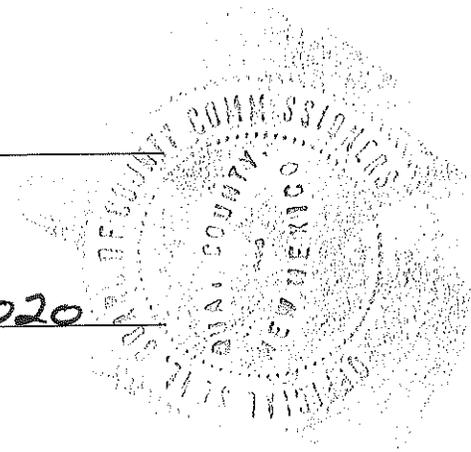
By: _____
Cabinet Secretary or Designee

Date: _____

COUNTY OF QUAY

By: Franklin Masland
Title: Chairman

Date: 9-28-2020



Approved as to form and legal sufficiency.

By: J. Howell
Assistant General Counsel
Department of Transportation

Date: Sep 21, 2020

Approved as to form and legal sufficiency.

By: Russell Baker
Title: Chief

Date: 24 Sep. 2020

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

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 01-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 13, 2020 to January 2, 2021.
 - "St. Patrick's Day Mini Superblitz Period" means March 12 to March 20, 2021.
 - "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2021.
 - "National Occupant Protection Mobilization Click It or Ticket period" means November 16-29, 2020 and May 24 to June 6, 2021.
 - "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2021.
 - "National DWI Mobilization Period" means August 20 to September 6, 2021.
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, 2021. If the final claim is submitted after October 31, 2021, 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. Unrestrained occupant fatalities rose by 7 percent in 2018 from 2017, but preliminary and projected data indicate relatively stable numbers of these fatalities through 2021. Given the State's BKUP enforcement and awareness campaign and participation in the National CIOT, the State has determined to set the annual projection of 114 as the 2021 target
- b. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target

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

- 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 – STEP.** 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. Speeding-related fatalities rose by 10.6 percent in 2016 from 2014, and then fell by 9.6 percent in 2018 from 2016. Preliminary data indicate that speeding-related fatalities were 36.8% of all crash fatalities in 2019, and projected data show these fatalities increasing again in 2020 and 2021. Given these anticipated increases, the State has determined to set the annual projection of 155 as the 2021 target
 - b. Five-year average alcohol-impaired fatality data show a relatively stable trendline from 2014 to 2018, and projected data through 2021 shows the trendline remaining stable. Given this data and the State's continued focus on reducing drunk driving through ENDWI and the National Drive Sober or Get Pulled Over enforcement and media efforts, the State has determined to set the five-year average projection of 110 as the 2021 target
 - c. New Mexico’s observed seatbelt use percentage has remained above 90 percent since 2011. The State anticipates being able to maintain its seatbelt use above 90 percent in 2021 and determines to set the annual projection of 91.0% as the 2021 target
 - d. Five-year average fatalities rose by 5.6 percent between 2014 and 2018, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 15.6 percent between 2017 and 2021. The State has determined to set a five-year average target at the projected level of 411.6.
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 SUMMER ENFORCEMENT PERIOD Project Number: 01-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 Summer enforcement period which runs June 20, 2021 through September 27, 2021.*
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, 2021. If the final claim is submitted after October 31, 2021, 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:

Exhibit D: Certifications and Assurances

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2021 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[Each fiscal year, the Governor’s Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico

Fiscal Year: 2021

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor’s Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, 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

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 Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSR.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 State highway safety agency 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 State highway safety agency—

- 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 subagreement 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 State 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.

RESTRICTION 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 Tier 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 vehicles 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.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. 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))
3. 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))
4. 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.)
5. 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))
6. 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))
7. 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 seat belts by occupants of motor vehicles;
 - Submission of information regarding mobilization participation into the HVE Database;
 - 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))

8. 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))
9. 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))

I understand that my statements in support of the State's application for Federal grant funds are statements 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.


 Michael Sandoval (Jul 27, 2020 10:43 MDT)

 Signature Governor's Representative for Highway Safety

 Date

 Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:	County of Quay				
Contract term:	(- 09/30/2021)				
Vendor Number:	0000054395	Address ID:			
Grantee Contact Info					
Project Director and Title:		Sheriff Russell Shafer			
Phone:	575-461-2720	E-mail:	Russell.shafer@quaycounty-nm.gov		
Agency Name:	Quay County Sheriff's Department				
Fiscal Address:	PO Box 1246				
City, State ZIP:	Tucumcari, NM 88401				
TSD Contact Info					
Program Manager:	Cora Lee Anaya CoraL.Anaya@state.nm.us	Phone:	505-490-1183		
TSD Finance:	Clarice Marien	Phone:	505-699-1094		
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI		\$0.00			
BKLUP	01-OP-RF-076	\$2,006.00	20100	5100000000	
STEP	01-PT-RF-076	\$3,009.00	20100	5100000000	
Total		\$5,015.00			
PO Entered by TSD Finance:				Date:	
PO Approved by Contracts:				Date:	
Comments:					

HELD FOR COMMISSION REVIEW/APPROVAL:

QUAY COUNTY

BY: _____
Russell Shafer

DATE: _____

TITLE: Quay County Sheriff

Signature:

Email: vanessaa.sanchez@state.nm.us

Grant Approval Signatures

Grant Purpose: The following grant agreement provides overtime funds to the Quay County Sherriff's Office for the purpose of traffic enforcement with the goal of reducing traffic accidents; and specifically, traffic fatalities in Quay County.

We the undersigned approve the execution of the 2021 grant agreement between the New Mexico Department of Transportation and County of Quay for the following projects:

- (a) Buckle Up (BKLUP)/Click it or Ticket (CIOT), Project No. 01-OP-RF-076 (\$2,006)
- (b) Selective Traffic Enforcement Program (STEP)/100 Days and Nights of Summer (DNOS), Project No. 01-PT-RF-076 (\$3,009)
- (c) Total funding awarded per this Agreement is \$5,015.00

Approved:

By: Franklin McFarland

Quay County Commissioner

Date: 9-28-2020

Approved:

By: Sue Howell

Quay County Commissioner

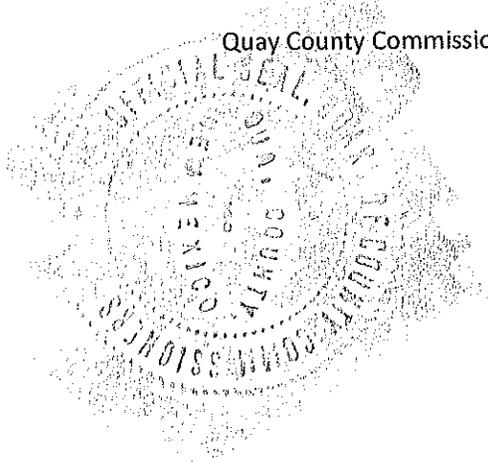
Date: 9-28-2020

Approved:

By: Mike Clary

Quay County Commissioner

Date: 9/28/20





Quay County Sheriff Office

Law Incident Total Report, by Reported Offense

<u>Rpt. Offense</u>	<u>Description</u>	<u>Total Number</u>
		11
ABAN	Abandoned Veh	2
ALAR	Alarm	2
AMAS	Ambulance or Medical Assist	1
ANPR	Animal Problem	12
ASST	Agency Assist	6
ATL	Attempt to Locate	3
BREN	Breaking & Entering	3
CDIS	Citizen Dispute	5
CITA	Citizen Assist	5
DBOD	Dead Body	2
DCON	Disorderly Conduct	3
FAMF	Family Fight, Nonviolent	3
FRAU	Fraud/Swindle/Confidence Game	1
JUVP	Juvenile Problem	1
KIDN	Kidnapping or Abduction	1
LOCK	Residence or Veh Lockout	1
LPPR	Littering or Pollution Problem	1
NC	Not Classified	22
PDNV	Prop Damage, Not Vandalism	3
SUSP	Suspicion	6
THRE	Threatening	1
THVT	Theft, Veh, Truck or Bus	1
TPAS	Trespass of Real Prop	2
TRES		3
TRHA	Traffic Hazard	14
TRHR	Traffic Accident, Hit and Run	2
TROP	Traffic Offense	64
TRPD	Traffic Accident, Prop Damage	7
TRPI	Traffic Accident, Pers Injury	6
WELF	Welfare Check	13

Total reported: 207

Report Includes:

All dates between '00:00:00 08/01/20' and '00:00:00 08/31/20', All agencies matching 'QCSO', All offenses observed, All offenses reported, All offense codes, All location codes

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
DOÑA ANA COUNTY AND
QUAY COUNTY
FOR THE HOUSING OF JUVENILE DETAINEES**

This Agreement is entered into by and between the **Board of County Commissioners of Doña Ana County, New Mexico**, hereinafter referred to as “Doña Ana”, and the **Board of County Commissioners of Quay County**, hereinafter referred to as “Quay”, both political subdivisions of the State of New Mexico and referred to collectively as “the Parties.”

WHEREAS, NMSA 1978, §33-6-7 provides, “In those counties without juvenile detention homes, if the district judges of such counties shall determine it advisable that a juvenile within such counties should be transferred to a juvenile detention home for safekeeping or detention, and the board of county commissioners of the county in which the juvenile detention home is located agree [agrees] to said transfer, the county from which said juvenile is transferred shall bear the expense of the maintenance and upkeep of said juvenile in the juvenile detention home,....”; and

WHEREAS, NMSA 1978, §33-6-8 provides, “When it is deemed advisable by the judge of the district court of a county that does not have a juvenile detention home, that juvenile delinquents in his county be transferred for safekeeping or detention into juvenile detention homes located in other counties, then for the purpose of maintaining them in the juvenile detention homes there shall be budgeted by the county commissioners of the county in each year, sufficient funds to provide for the keeping of such juvenile delinquents in juvenile detention homes”; and

WHEREAS, Quay County desires to make provision with Doña Ana County for the detention of juveniles from such county; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

I. DEFINITIONS

- a. **“Authorized party”** means the sending county or state employee with the authority to make decisions for the housing of the juvenile.
- b. **“Facility”** means the juvenile detention center of the receiving county.
- c. **“Juvenile”** means an individual who is under the age of eighteen (18) years over whom the sending county has the legal jurisdiction.
- d. **“Receiving county”** means the county wherein the juvenile detainee shall be housed pursuant to the terms of this agreement.

- e. “Sending county” means the county wherein the delinquent act of which the juvenile detainee is accused is alleged to have been committed.

II. SERVICES

1. BASIC SERVICES.

It shall be the responsibility of the receiving county to confine and supervise juvenile detainees committed to or in the custody of the sending county at the receiving county’s detention facility (hereinafter “Facility”). The receiving county shall provide to such detainees care, to include the furnishing of three meals per day; to provide for their physical needs; to retain them in safe, supervised custody; to maintain proper discipline and control; and otherwise to comply with applicable law; including the standards, policies, and procedures applicable to the operations of the Facility and the New Mexico Juvenile Detention Standards, 8.14.14 NMAC, common to juvenile detention facilities in New Mexico. The receiving county retains the right to refuse the admission of any detainee for any reason.

2. MEDICAL SERVICES.

- a. The sending county **will not** deliver to the Facility detainees who are:
 - i. Not cleared by a hospital or clinic with a completed medical information packet;
 - ii. Rejected by the receiving county upon initial medical screening.
- b. The sending county **will**:
 - i. Upon delivery of a detainee to the Facility, furnish a complete medical packet containing the medical history of the detainee. If the detainee does not meet qualified conditions, the Facility may refuse the detainee.
 - ii. Pay any medical expenses incurred, without limitation, including medically related transportation or security.
- c. The receiving county **will**:
 - i. Provide detainees from the sending county who require removal from the Facility for emergency medical services with the same medical care and services provided to detainees of the receiving county;
 - ii. Notify the sending county of emergency situations as soon as practicable.

3. TRANSPORTATION

Transportation is the responsibility of the sending county. The sending county shall transport detainees to the Facility; return detainees who are not accepted into the Facility; transport detainees to and from scheduled Court appearances; and transport detainees to and from medical appointments. Should the sending county request the receiving county to provide transportation, the sending county shall be responsible for costs incurred, and the costs associated with the specific transportation needs shall be approved in advance between the Parties.

4. PRISON RAPE ELIMINATION ACT OF 2003

The Facility shall provide all detainees with a safe and secure environment free from the threat of any sexual misconduct to include sexual harassment, sexual assault, or sexual abuse. The Facility shall maintain a policy of zero tolerance of all forms of sexual misconduct between detainees, staff, contractors, volunteers, and other detainees, and complies with the Prison Rape Elimination Act of 2003 (PREA) for prevention, detention, reporting, and treatment of victims of sexual misconduct.

III. COMPENSATION

The sending county shall compensate the receiving county at the current daily rate in effect for juvenile detainees on a first come, first serve basis based on predetermined availability. The sending county will contact the receiving county prior to transporting the juvenile detainee to confirm the availability. The current Juvenile prisoner daily rate is \$185.00 per detainee per day which will remain constant through FY21, July 1, 2020 through June 30, 2021. The FY22 rate and subsequent annual rates are subject to change in accordance with the prevailing rates for providing the services. The sending county will be notified in writing of any rate changes. A day shall refer to a calendar day of twenty-four (24) hours measured from midnight.

- a. A partial day shall be considered a full day.
- b. The sending county shall be responsible for the cost of all off-site medical appointments. Medical services may be billed separately.
- c. The sending county shall make payment to the receiving county within thirty (30) days of receipt of monthly invoice.
- d. Any charges billed to the sending county, not appropriately charged to the sending county, may be deducted from invoice or credit given on the next billing period. A refund will be made if there is no subsequent billing period.

IV. REFERRALS AND BOOKING

1. Admission. The sending county shall contact the receiving county prior to transporting a juvenile to the Facility for admission and shall designate the authorized party in the sending county's jurisdiction for the purposes of coordinating housing decisions.
2. Authorization. The sending county shall provide to the receiving county the following:
 - a. Warrant, Court Order, or Class III authorizing detainment by a Juvenile Probation Officer with probable cause.
 - b. A written parental notification.
 - c. Confirmation that the Juvenile Probation Officer has been notified.
3. Acceptance and Removal. The receiving county retains final and absolute right to refuse acceptance, or request removal, of any juvenile detainee based on violent or disruptive behavior, classification status, or found to have a medical condition that requires medical care beyond the scope of the Facility's healthcare provider. The receiving county shall notify the sending county upon such determination and shall allow the sending county reasonable time to make alternative arrangements for the juvenile.

V. INSPECTION

1. In-Person. The sending county may contact the receiving county for a tour of the Facility by the sending county's Juvenile Manager.
2. Audits. Upon at least five (5) business day's written notice and during normal business hours, there shall be made available to the sending county for examination all of the receiving county's records with respect to the areas covered by this Agreement. The receiving county shall permit the sending county to audit, examine, and make excerpts or transcripts from such records relating to detainees of the sending county and this Agreement.
3. Records. Records shall be maintained by the receiving county in accordance with applicable law and matters covered by this Agreement in the areas of housing, medical, and payments received. Records shall be maintained for a period required by federal, state, and local regulations and laws. The sending county shall be responsible, to the extent of its negligence, for any and all losses, liabilities, judgments, awards and costs arising out of or related to any claim in whole or part that the sending county failed to disclose any detainee information in violation of the Freedom of Information Act (FOIA), 5 U.S.C. § 552, as amended by Public Law No. 104-231, 110 Stat. 3048, or the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, §§ 14-2-1 *et seq.*

VI. TERM AND TERMINATION

This Agreement shall become effective upon approval of both parties. The term of this Agreement is from the date the last party approved this Agreement (the "effective date") through June 30th of each year. This Agreement will automatically renew on July 1st of each fiscal year for an additional year unless either party gives written notice of its intent to terminate the Agreement. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Termination will only become effective when the sending county removes its last detainee from the Facility and compensates the receiving county for all amounts due and owing under this Agreement.

VII. PROPERTY/SURPLUS FUNDS AND STRICT ACCOUNTABILITY

1. Property. No property shall be acquired as a result of this Agreement, and it does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.
2. Surplus Funds. There shall be no surplus money as a result of this Agreement as the fees billed by the receiving county are for services rendered to the sending county, and the fees collected by the receiving county shall be transferred to the receiving county's general fund as required by law.
3. Strict Accountability. Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

VIII. AMENDMENT

This Agreement contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties. All prior written agreements between the parties for the housing of juvenile detainees are repealed with the approval of this Agreement.

IX. APPROPRIATIONS

Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the governing body of each party making the appropriations necessary for the performance of this Agreement.

X. ASSIGNMENT

Neither party shall assign any interest in this Agreement, nor shall it transfer any interest in this Agreement without the prior written consent of the other party hereto.

XI. COMPLIANCE WITH GOVERNING LAW

This Agreement shall be construed in agreement with the laws of the State of New Mexico. The parties shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the parties shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this MOA. The parties shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

XII. CONFIDENTIAL INFORMATION

Any confidential information, not subject to disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, As Amended by Public Law No. 104-231, 110 Stat. 3048, or the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, §§ 14-2-1 *et seq.*, given to or developed by either party, its officers, directors, employees, agents, or sub-consultants in the performance of this Agreement shall be kept confidential and shall not be made available to any individual, organization, or other entity by either party without prior written approval of the Parties.

XIII. CONFLICTS OF LAW

If any provision of this Agreement conflicts with governing federal or state law or county ordinances, then that law or ordinance shall supersede the conflicting provision of this Agreement.

XIV. DISPUTE RESOLUTION

1. Disputes shall be resolved by arbitration in accordance with the rules and procedures of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction.
2. This Agreement shall be governed by the laws of the State of New Mexico.
3. In the event of litigation, venue shall be in the receiving county.
4. Should it become necessary for the receiving county to institute legal action to collect amounts due and prevail, the receiving county shall recover reasonable attorney's fees and costs from the sending county.

XV. HIPPA COMPLIANCE

As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event either party receives patient records or information (Protected Health Information as defined by HIPAA).

XVI. INDEPENDENT CONTRACTOR

Neither the receiving county nor its employees are considered to be employees of the sending county for any purpose whatsoever. The receiving county is considered an Independent Contractor with respect to the sending county at all times in the performance described herein.

XVII. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions and shall not be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §§41-4-1, *et seq.* NMSA 1978 as amended.

XVIII. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, or by email as follows. Where sent by email, on the date that the email is received; however, if the time of deemed receipt of any notice is not before 5:30 p.m. local time on a business day at the address of the recipient it is deemed to have been received at the commencement of business on the next business day.

To Doña Ana County:

CPT Bryan Baker, Interim Director
1850 Copper Loop
Las Cruces, NM 88005
Telephone: 575-647-7600
Email: bryanb@donaanacounty.org

To Quay County:

Richard Primrose, County Manager
Christopher Birch, Jail Administrator
300 S. Third Street
Tucumcari, NM 88401
Telephone: 575-461-4664
Email: qcdc@quaycounty-nm.gov

XIX. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other part of this Agreement as long as the remainder of the Agreement is reasonably capable of completion.

XX. SUBCONTRACTING

Services covered by this Agreement may be subcontracted, and the subcontractor shall be subject to and adhere to each applicable provision of this Agreement.

XXI. WAIVER

Any waiver of any breach of any condition in this Agreement to be kept and performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent either party from declaring a default for any succeeding breach of the same condition or another condition.

XXII. ENTIRE AGREEMENT

All of the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement have been merged into this written Agreement. No prior agreement, covenant, or understanding, oral or written, of the parties or their agents shall be valid or enforceable unless specifically embodied or incorporated by reference herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date of last signature below.

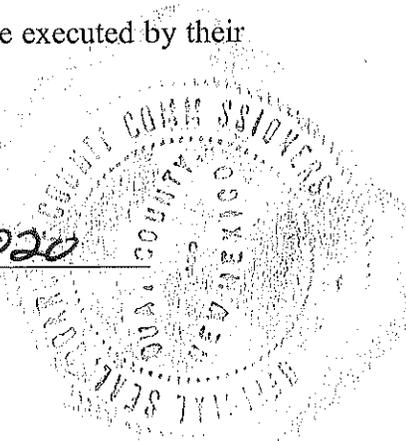
Quay County



Franklin McCasland
Chair, Board of County Commissioners

9-28-2020

Date



Doña Ana County

Fernando R. Macias
County Manager

Date

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

This Contract is entered into by and between Quay County, New Mexico hereinafter referred to as "Quay County" and the Board of County Commissioners of San Juan County, New Mexico hereinafter referred to as "San Juan County," effective October 1, 2020. The parties hereto are authorized to enter into this Contract pursuant to state and local purchasing procedures for contracts of this type and amount.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1. PURPOSE AND SCOPE OF WORK

- A. The purpose of this Contract is to provide for the housing of Quay County juvenile detainees ("Detainees") in the San Juan County Juvenile Services Center (sometimes, "Facility" or "Center").
- B. As used herein, the following terms have the following meanings:
 - i. A "day" is a 24-hour period that begins at 12:01 a.m. and ends at 12:00 a.m.
 - ii. A "bed day" is any day when a Detainee is housed at the Facility for the entire day or any fraction thereof.
- C. San Juan County agrees to house, feed, and provide medical care to Detainees at the Facility, subject to the terms and conditions of this Contract and as follows:
 - i. Guaranteed Bed Day. Quay County shall pay for, and San Juan County shall reserve for Detainees, one (1) bed per day ("Guaranteed Bed Day"). San Juan County may make the guaranteed bed available to other jurisdictions, provided that the guaranteed bed is made available to house a Detainee if and when needed by Quay County. On January 1, 2021, and every three months thereafter, either party may ask that the number of Guaranteed Bed Days be reevaluated based upon the actual number of bed days used, bed day projections, or other legitimate public administration reason(s).
 - ii. Non-Guaranteed Bed Days. Space permitting and as determined in the sole discretion of the Facility Administrator, Quay County may house more than one (1) Detainee in the Facility on any given day ("Non-Guaranteed Bed Days").
- D. San Juan County will provide and operate the Facility in accordance with and as required by law. Except as specifically set forth herein, San Juan County will provide security and medical care for Detainees.
- E. Upon reasonable notice to San Juan County, Quay County may inspect the Facility at prearranged times.

ARTICLE 2. TERM. The term of this Contract is from October 1, 2020, through September 30, 2021. The services may be extended for additional annual periods by mutual consent of both parties. This Contract may be terminated pursuant to Article 8 of this Contract.

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

ARTICLE 4. COMPENSATION

- A. Guaranteed Bed Days. Quay County shall pay San Juan County the sum of \$225.00 dollars per Guaranteed Bed Day, invoiced on a monthly basis, even if the number of bed days actually used by Quay County to house Detainees is less. By way of illustration, for March 2021, Quay County would pay San Juan County \$6,975 for 31 Guaranteed Bed Days even if Quay County only used 15 bed days to house Detainees.
- B. Non-Guaranteed Bed Days. Except as provided in subparagraph (C) below, Quay County shall pay San Juan County the sum of \$225.00 dollars per Non-Guaranteed Bed Day if and to the extent that the number of actual bed days used by Quay County to house its Detainees in a month exceeds the number of Guaranteed Bed Days for which Quay County paid for the month. By way of illustration:
- i. Assume that in March 2021, Quay County had 1 Detainee housed at the Facility for 7 days and 2 Detainees housed at the Facility for 11 days. No payment for Non-Guaranteed Bed Days would be due since Quay County's total number of bed days used in the month is 29, which is less than the 31 Guaranteed Bed Days for which Quay County paid.
 - ii. Assume that in March 2021, Quay County had 1 Detainee housed at the Facility for 20 days and 2 Detainees housed at the Facility for 11 days. Subject to Article 4(C), Quay County would pay for 11 Non-Guaranteed Bed Days because its total number of bed days used in the month is 42, which is 11 more than the 31 Guaranteed Bed Days for which Quay County paid.
- C. Discount for Non-Guaranteed Bed Days When Detainee Stays Less than 12 Hours. For Non-Guaranteed Bed Days, San Juan County will bill Quay County one-half of the daily rate for any Detainee who stays in the Facility for 12 hours or less in a day. For Non-Guaranteed Bed Days, San Juan County will bill for a full day for any Detainee who stays more than 12 hours in a day at the Facility.
- D. Terms. San Juan County shall bill Quay County on a monthly basis. All payments shall be due within 30 days of the statement date.
- E. Adjustments. The daily rate may be renegotiated by San Juan County prior to the termination date of this Contract if significant changes, which increase San Juan County's expense, occur in Juvenile Services operations or facilities resulting from a court order.

ARTICLE 5. CARE OF DETAINEES

- A. General Medical Care. Quay County is responsible for the cost of medical expenses of all Detainees held under the terms of this Contract, except that Quay County shall not be responsible for medical services provided by San Juan County's medical staff employees or contract medical staff for which San Juan County does not incur a per visit or per service charge. San Juan County may not deny Detainees access to medical care. San Juan County does provide limited medical care within the Facility and may expand medical care services during the term of this Contract. San Juan County shall not be responsible nor liable for the cost of Detainee treatment for any pre-existing sickness, illness or injuries including any medications prescribed for any pre-existing condition. In case of emergency and San Juan County is unable to contact the Quay County Manager's Office or designee, San Juan County may seek emergency care for detainee but will notify the Quay County Manager's Office or designee as soon as possible.
- B. Transportation. Quay County shall be solely responsible for transporting Detainees to and from the Facility for court (if court is outside of San Juan County) or out-of-San Juan County appointments. If Court is in Quay County or the appointment is outside of San Juan County, the Facility shall make transport arrangements with the Quay County Manager's Office or designee.
- C. Guard at Hospital. San Juan County shall be responsible for a Detainee at the hospital should the Detainee be admitted or until a release order is obtained. When possible, San Juan County will notify the Quay County Manager's Office or designee prior to the transport to the hospital. If the Facility is unable to guard the Detainee, it will contact the Quay County Manager or designee for other options. If San Juan County is not able to contact the Quay County Manager or designee, the Detainee must be guarded at the hospital, and San Juan County is unable to guard the Detainee, San Juan County will make arrangements for a security company to guard the inmate and Quay County will reimburse San Juan County for actual charges incurred by the security company.

ARTICLE 6. DEFINITION OF QUAY COUNTY DETAINEES. A Detainee is any person (i) who has been apprehended by Quay County law enforcement officers (Quay County Sheriff's Office, Tucumcari City Police Department, and the New Mexico State Police making arrests in Quay County) for a violation of law and who has been placed in detention by a person authorized in Section 32A-2-10(B), NMSA 1978 pursuant to the criteria for detention set forth in Section 32A-2-11, NMSA 1978 or (ii) for whom a detention order has been signed by a Children's Court Judge.

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

ADMISSION:

1. *Any juvenile showing signs or symptoms of serious illness or injury shall be examined by the Juvenile Detention Center medical staff or by a physician at a hospital in Quay County; or, San Juan Regional Medical Center's emergency room, prior to being admitted to the San Juan County Juvenile Detention Center.*

2. *No juvenile showing signs or symptoms of serious illness or injury shall be admitted to the San Juan County Juvenile Detention Center, unless the juvenile has first been examined by the Juvenile Detention Center medical staff or a physician.*

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

Quay County shall contact San Juan County to determine space availability prior to leaving Quay County. As to each Detainee, Quay County shall provide San Juan County with information relating to the pending charge, a summary of known medical and mental conditions, and any other relevant information. Quay County shall stay at the Center and assist as needed during the intake and booking process. San Juan County may refuse to accept a Detainee if space is not available or if the Detainee's presence would create an unreasonable risk, such decision to be made and communicated prior to Quay County beginning the transport.

ARTICLE 8. TERMINATION

This Contract may be terminated by San Juan County upon 90 days' written notice to the Quay County Manager prior to the intended date of termination. Quay County may also terminate this Contract upon 90 days' written notice to the San Juan County Manager, 100 S. Oliver Drive, Aztec, NM 87410.

Conditions justifying termination include, but are not limited to: (a) a court order requiring either closure or reduction of inmate population; (b) San Juan County determines it is necessary to terminate this Contract due to remodeling, construction or replacement of the Juvenile Services Facility; (c) San Juan County determines termination is necessary for health, safety, or welfare reasons; (d) destruction of or damage to 20% or more of the Facility, if such damage renders the Facility or at least 20% of the Facility unsuitable for use as a Juvenile Services Center; (e) riot or other disturbance rendering 15% or more of the berthing capacity of the facility unusable for three or more days; (f) recommendation or requirement of San Juan County's insurance carrier(s); (g) recommendation by a grand jury; (h) any loss of kitchen facilities lasting three or more days; (i) either party's non- appropriation of funds; (j) any other agencies that require San Juan County to house Detainees outside the Facility at an expense to San Juan County which exceeds the daily rate paid by Quay County to San Juan County; (k) Quay County's decision to

house its Detainees elsewhere; or (l) other good cause as determined by the party terminating this Contract. Neither party may nullify obligations incurred prior to the date of termination.

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

ARTICLE 10. RECORDS

- A. San Juan County shall maintain adequate and satisfactory booking and custody records and accounts, including records of offenses classified by type of offenses and arresting agency.
- B. San Juan County shall provide one copy of an invoice to Quay County on a monthly basis as a condition precedent to receiving full payment for the detention, housing, care, and feeding of Detainees. The invoice shall include a listing of the charges on which a Detainee is held and any charges in addition to the daily rate shall be itemized. As a condition precedent to paying any itemized charge, Quay County may request supporting documentation for the charge.
- C. Both parties shall keep a strict accounting of all receipts and disbursements on this Contract. Such records shall be available for inspection by the parties during business hours at the office of the respective parties.

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

ARTICLE 12. WAIVER. Any waiver of breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by either party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other provided herein or by law.

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

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

ARTICLE 15. LIABILITY. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Each party shall be solely responsible for the defense and satisfaction of any claim, suit, judgment, or settlement, including costs and attorneys' fees, based upon the conduct of its employees. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 to -30 (1976).

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

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

ARTICLE 18. EQUAL OPPORTUNITY COMPLIANCE. San Juan County agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations and executive orders of the Governor, San Juan County agrees to assure that no person will, on the grounds of race, color, nation origin, sex, age, or disability, be excluded from employment.

ARTICLE 19. BREACH OF CONTRACT. Any action brought to enforce this Contract or for its breach shall be tried only by the Court, and jury trials shall not be allowed. Venue shall be proper only in San Juan County, New Mexico.

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

ARTICLE 21. DETAINEE RELEASE. Both parties agree that the release of Detainees shall be made only pursuant to an order of a Judge of the Children's Court or other Court of competent jurisdiction. Quay County juvenile detainees will only be released to an appropriate parent or guardian physically at the Center or in Quay County after notice of pending release has been communicated to the Quay County Manager's Office or designee.

ARTICLE 22. INSURANCE. Both San Juan County and Quay County will maintain liability insurance or qualify as a self-insured entity, as required by law, in at least the amounts necessary to cover liability under the New Mexico Tort Claims Act. San Juan County shall cause Quay County to be named as an additional insured under any third-party liability insurance policies it obtains concerning Center operations.

ARTICLE 23. PROCUREMENT CODE. The Procurement Code, NMSA 1978, Sections 13-1-21 through -199 (1979), imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes imposes felony penalties for illegal bribes, gratuities, and kickbacks.

ARTICLE 24. SEVERABILITY. If any clause or provision of this Contract is held to be illegal, invalid, or unenforceable, then it is the intention of the parties hereto that the remainder of this Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of this Contract can no longer be carried out by either party, this Contract is voidable and no damages shall accrue to either party.

ARTICLE 25. NOTICE TO PROCEED. It is expressly understood that this Contract is not binding upon either party until approved and signed by both parties.

ARTICLE 26. NOTICES: Invoices shall be mailed to the Quay County Public Safety Department Director. All other correspondence or notices shall be sent to:

For Quay County:
Quay County Manager
300 S. Third Street #3
Tucumcari, NM 88401

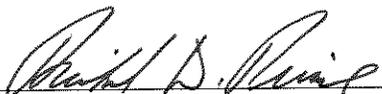
For San Juan County:
San Juan County Manager
100 S. Oliver Drive
Aztec, NM 87410

ARTICLE 27. DUPLICATE ORIGINAL DOCUMENTS. This document shall be executed in no less than two counterparts, each of which shall be deemed an original.

SAN JUAN COUNTY, NEW MEXICO

QUAY COUNTY, NEW MEXICO

By: _____
Mike Stark, County Manager

By:  _____
Richard Primrose, County Manager

APPROVED AS TO FORM
SAN JUAN COUNTY ATTORNEY

APPROVED AS TO FORM
QUAY COUNTY ATTORNEY

By: _____

By: _____



QUAY COUNTY FIRE MARSHAL'S OFFICE
300 S. THIRD STREET
P.O. BOX 1246
TUCUMCARI, NEW MEXICO 88401

September 21, 2020

Quay County Board of Commissioners
300 South Third Street
Tucumcari, NM 88401

Commissioners,

Today on behalf of Forrest Fire Department I am requesting the transfer of an apparatus from Forrest Fire Department to Nara Visa Fire Department.

Forrest Unit #3 is a 1986 Ford Class A Pumper and serves as a reserve pumper. Forrest currently meets their fire load with the two most current Class A Pumpers and one tender that they have. This Unit #3 is in good condition and rather than dispose of it in an auction the department would like to see it go to a department that can use it. The members of the department recently voted to transfer Unit #3 upon approval by the Quay County Commission to the Nara Visa Fire Department. Nara Visa currently has a 1976 model Class A that this Forrest Unit #3 would be replacing. This Nara Visa unit is currently inoperable and obsolete. Forrest Fire Department is willing to transfer Forrest Unit #3 with all the loose equipment, so it can immediately be in service for the Nara Visa Fire Department and the community.

On behalf of the Chief of the Forrest Fire Department and its members, I ask that you grant this transfer of apparatus to the Nara Visa Fire Department.

Respectfully,

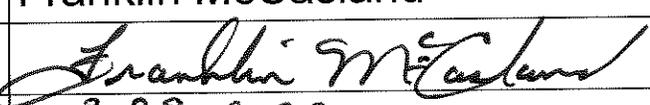
Lucas Bugg

Quay County Fire Marshal
300 S. Third St.
P.O. Box 1246
Tucumcari, Nm 88401
O. 575-461-3645
C. 575-403-6479

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
EMPG COVID-19 Supplemental Sub-grant Application

Application Cover Sheet

Jurisdiction	Quay County	Submittal Date	10-01-2020
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Emergency Manager Contact Information			
Primary Point of Contact	Daniel Zamora		
Office Phone	(575)461-8535	Cellular Phone	(575)403-4788
Office E-Mail	daniel.zamora@quaycounty-nm.gov		
Physical Address	300 S 3rd St. Tucumcari, NM	Zip Code	88401
Mailing Address	P.O. Box 1246 Tucumcari, NM	Zip Code	88401
E-Mail Address	daniel.zamora@quaycounty-nm.gov		
Primary EOC Address	300 S 3rd St Tucumcari, NM 88401	EOC Phone #	(575)461-8535
Alternate EOC Address	206 E Center St Tucumcari, NM 88401	Alt. EOC Phone#	(575)403-4788
Dispatch #	(575)461-2280	Other Contact #	(575)403-5945
Adoption of National Incident Management System NIMS		<i>Attach a copy of your NIMS Resolution</i>	
SHARE Vendor Number: 0000054	SAM Number: 5RFT1	DUNS Number: 051336105	
Authorized Official for the Agency:	Franklin McCasland		
Signature of Authorized Official:			
Date Signed:	7-28-2020		

Through this funding opportunity, DHSEM will award up to \$100,000 in federal funding to no more than four applicants for COVID-19. The intent is to provide \$25,000 to each of the four selected applicants. EMPG-S selection methodology will be needs based, providing funding to those communities with the most urgent unfunded demand for COVID-19 mitigation, preparedness, response and recovery.

All questions must be answered on the following pages to be eligible for consideration of EMPG-S funding. Page 5 of the application is the blank Scoring Sheet that DHSEM will utilize for each application received.

Application Checklist

- _____ Signed Application Cover Sheet
- _____ NIMS Resolution
- _____ Supporting data for needs assessment, current capability and gap analysis
- _____ Budget Worksheet
- _____ Attach additional sheets as needed. Please label each sheet.

EMPG COVID-19 Supplemental Sub-grant Application

Project/Activity Description OEM Vehicle

Project, Task and Timeline Description

Describe the proposed project/activity. Include the tasks and timeline that will be implemented. The Federal NOFO encourages activities that integrate the needs of people with disabilities and with limited English proficiency. Additional points will be added for projects that include vulnerable populations.

The Quay County Office of Emergency Management is applying for \$25,000 in funding to purchase a vehicle for emergency management operations. This vehicle will be used for the transport of response equipment in support of the New Mexico State Emergency Operations Center COVID-19 Personal Protective Equipment Distribution Plan.

Needs Assessment

This can be a formal or informal narrative description. Supporting data will strengthen the ranking. Consider demographics of your community and the impact of COVID-19.

Over the course of the COVID-19 Pandemic the Quay County Office of Emergency Management has supported the New Mexico State Emergency Operations Center COVID-19 Personal Protective Equipment (PPE) Distribution Plan by making weekly trips to Las Vegas, New Mexico to pick up PPE for local and State agencies within Quay County.

Current Capacity

This can be a formal or informal narrative description. Supporting data will strengthen the ranking. Include human capital, funding and other available resources. If CARES Act funding was received, include the amount expended and budgeted, in addition to the activities funded.

Currently the Office of Emergency Managements does not have a vehicle large enough to support the New Mexico State Emergency Operations Center COVID-19 Personal Protective Equipment Distribution Plan. Truck and trailers have been borrowed from other departments in order to complete these tasks.

EMPG COVID-19 Supplemental Sub-grant Application

Gap Analysis

This can be a formal or informal narrative description. Describe in detail the specific gaps that will be filled in your jurisdiction by implementing the projects/activities being proposed.

The Quay County Office of Emergency Management would like to purchase a vehicle large enough to support the New Mexico State Emergency Operations Center COVID-19 Personal Protective Equipment Distribution Plan without disruption to other Quay County department's operations.

Detailed Budget and Matching Funds

EMPG-S is a 50% cost match program; participating jurisdictions are required to provide at least 50% in matching funds. For every dollar of federal EMPG-S grant funding provided, jurisdictions must provide an equal amount of match. Cash ('hard' match) and non-cash ('soft' match) or a combination is allowable. CARES Act funding can be used as the local/tribal share. Back-up documentation is required for all expenses, including match.

Describe in detail how the jurisdiction will meet the match requirement and complete the budget worksheet. An example Excel worksheet is attached.

Quay County Government plans to use CARES Act funding to meet the match requirement. Quotes have been attached to serve as back-up documentation regarding expenses, including match.

95

RESOLUTION No. 06-40

DESIGNATION OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE BASIS FOR ALL INCIDENT MANAGEMENT IN QUAY COUNTY

WHEREAS, the President in Homeland Security Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity;

WHEREAS, the collective input and guidance from all Federal, State, local, and tribal homeland security partners has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive NIMS;

WHEREAS, it is necessary and desirable that all Federal, State, local and tribal emergency agencies and personnel coordinate their efforts to effectively and efficiently provide the highest levels of incident management;

WHEREAS, to facilitate the most efficient and effective incident management it is critical that Federal, State, local, and tribal organizations utilize standardized terminology, standardized organizational structures, interoperable communications, consolidated action plans, unified command structures, uniform personnel qualification standards, uniform standards for planning, training, and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters;

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities, and resources will improve the County of Quay ability to utilize federal funding to enhance local and state agency readiness, maintain first responder safety, and streamline incident management processes.

WHEREAS, the Incident Command System components of NIMS are already an integral part of various incident management activities throughout the County of Quay including current emergency management training programs; and

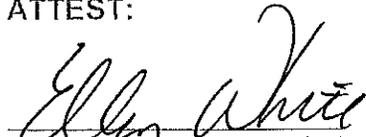
WHEREAS, the National Commission on Terrorist Attacks (9-11 Commission) recommended adoption of a standardized Incident Command System;

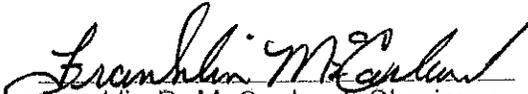
NOW, THEREFORE, The Quay County Commissioners by the virtue of the authority vested in me by the Constitution and Laws of the State of New Mexico do hereby establish the National Interagency Incident Management System (NIMS) as Quay County's standard for incident management.

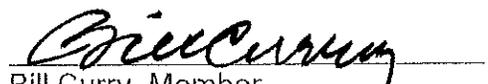
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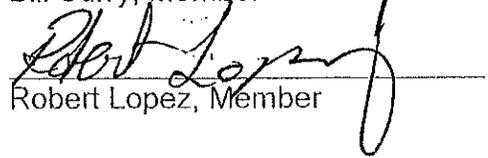
DONE THIS 11 DAY OF September, 2006

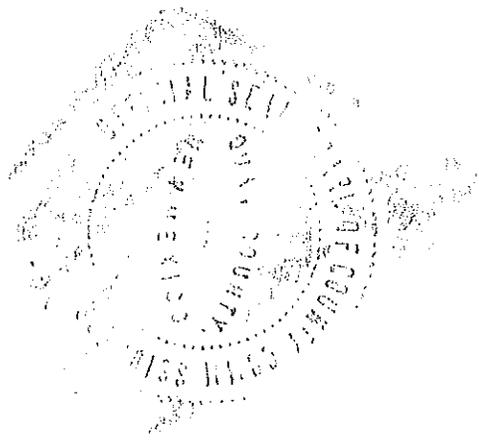
ATTEST:


Ellen White, County Clerk


Franklin D. McCasland, Chariman


Bill Curry, Member


Robert Lopez, Member



EMGP-S
Example Budget Worksheet

Project Name	Category	Average Hourly Rate	Average Hourly Fringe	Number of Hours	Sub-total	Total
					\$ -	
					\$ -	
	Item Name		Item Cost per unit	Quantity	Sub-total	
					\$ -	
					\$ -	
					\$ -	\$ -

Project Name	Item Description	AEL	Unit Cost	Quantity	Sub-total	Total
OEM Vehicle	Chevrolet Silverado 2500	12VE-00-SPEC	\$ 25,000.00	1	\$ 25,000.00	
					\$ -	
					\$ -	\$ 25,000.00
					\$ -	
					\$ -	
					\$ -	
					\$ -	\$ -

Project Name	Category	Average Hourly Rate	Average Hourly Fringe	Number of Hours	Sub-total	Total
					\$ -	
					\$ -	
	Item Name		Item Cost oper unit	Quantity	Sub-total	
					\$ -	
					\$ -	
					\$ -	\$ -
Total Federal Share Requested						\$ 25,000.00

Project Name	Item Description	AEL	Unit Cost	Quantity	Sub-total	Total
CARES Act OEM Vehicle	Chevrolet Silverado 2500	12VE-00-SPEC	see back-up	see back-up	\$ 30,731.22	\$ 30,731.22



VEHICLE QUOTE

September 21, 2020

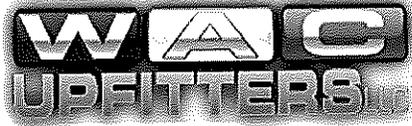
QUAY COUNTY

**NEW MEXICO STATE PRICE AGREEMENT #70-000-16-00002
ITEM #12 2021 CHEVROLET SILVERADO 2500 CREW CAB 4X4**

Base Price	\$28,974.00
Opt) C) Back Up Camera	250.00
Opt J) Bluetooth	295.00
Opt AQ) Remote Keyless Entry	360.00
Opt BH) Trailer Brake Controller	275.00
Opt BJ) Trailer Tow Package	495.00
Auxiliary Battery- 730 CCA (Non-Contract Option)	135.00
220 Amp Alternator (Non-Contract Option)	<u>150.00</u>
TOTAL	\$30,934.00

MelloyLosLunas.com | 499 Emilio Lopez Road NW Los Lunas, NM 87031 | (505) 866-3100





Estimate

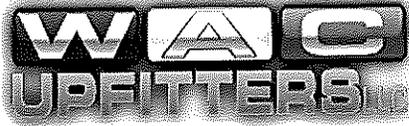
Date	Estimate #
9/23/2020	7730

2322 Candelaria NE
 Albuquerque, NM
 87107
 Main 505-554-1966

Name / Address
Quay County Fire Department

Project	Rep
2020 Chevy 2500	JH

Item	Description	Rate	Qty	Total
ALGT53Z-1545059270	**Lights and Siren** Federal Signal Allegiant 53" - Red/White Front and Red/Amber Rear - Headache Rack Mount	1,500.00	1	1,500.00
MPS620U-RW	MICROPULSE ULTRA 12 LED RED/WHITE - Grill	100.50	2	201.00
MPSM6-LB	LIGHT BRACKETS	12.72	2	25.44
901901460	E-Blade Rocker Kit for 2019+ Chevy Silverado (Comes w/2 Red/Wht Side Runners and Extrusion Kit)	663.99	1	663.99
9001460	Putco 60" Emergency Blade Red/White - Under Tailgate	298.39	1	298.39
PF200	Federal Signal Pathfinder Siren and Light Controller	769.30	1	769.30
OBDCABLE6-1	Federal Signal 6-ft OBDII Cable for use on Ford, Chevy Vehicles 2015+	135.00	1	135.00
ES100C	EMERG.SPKR,WIRE LEADS,	210.00	1	210.00
ESB-U FEDERAL SIGNAL	U BAIL BRACKET ES 100	25.50	1	25.50
FHL-CHG	Federal Signal Isolation Headlight Flasher	55.50	1	55.50
FHL-TAIL	Tail Light Flasher	52.50	1	52.50
LD400-A06-W	FRC Vantage Point w/ 2 Wireless Controllers	477.09	1	477.09
AC-CHV19-MNT	**Console and Docking Station** Troy Floor Plate for 2019+ Chevy Silverado	0.00	1	0.00
CC-WBOS-20	20" Wide-body console; Full length open storage; 8" slope/ 12" level	484.79	1	484.79
FP-PATHFINDER	Troy 3" Faceplate for Dash Mount Pathfinder	0.00	1	0.00
FP-MXPR5550	FP 3" Motorola XPR-5550	0.00	2	0.00
FP-BLNK2	2" BLANK FACEPLATE	0.00	1	0.00
AC-INBHG-TROY	4" internally mounted dual beverage holder	37.91	1	37.91
FP-SGTRAY	4" Faceplate shallow tray; For items such as cell phone, keys, wallet, sunglasses, etc.	29.16	1	29.16
FP-BLNK1	FP 1" BLANK	0.00	1	0.00
AC-ARM-BKT-LP	LOW-PROFILE ARM REST MOUNT	127.58	1	127.58
AC-ARM-PED-TB	SWIVEL ARM REST WITH FLIP UP PAD	127.58	1	127.58



Estimate

Date	Estimate #
9/23/2020	7730

2322 Candelaria NE
 Albuquerque, NM
 87107
 Main 505-554-1966

Name / Address
Quay County Fire Department

Project	Rep
2020 Chevy 2500	JH

Item	Description	Rate	Qty	Total
AC-FOAM-58	5 X 8 FOAM ARM REST PAD	0.00	1	0.00
AC-MCM1	Dog-ear type microphone clip plate and clip assembly, no-holes-drilled design	10.93667	3	32.81
MMSU-1	MAGNETIC MIC SINGLE UNIT CONVERSION KIT	34.95	3	104.85
FP-DECORA	Troy 2" Faceplate for Duplex AC Outlet	29.16	1	29.16
CPH1090	1000 WATT POWER INVERTER	109.49	1	109.49
CM-SDMT-SL-LED	Console side ht. adj. mount w/ slide arm for docking station	349.92	1	349.92
DS-PAN-432	Havis Docking Station with Power Supply for Panasonic's Toughbook 54 and 55 Rugged Laptop	850.95	1	850.95
MISC1	**Headache Rack, Bumpers, Nerf Bars, Spray Liner, Gooseneck and Bed Cover** TUMBLEWEED MFG WORK SERIES HEADACHE RACK W/ROUND TOP CORNERS,OVAL CUTOUTS FOR LIGHTS - 2020 Chevy 2500 Long Bed	650.00	1	650.00
607125-05SB	Federal Signal 6" Oval LED back-up light, 12/24 VDC, White	39.60	2	79.20
607105-04SB	Federal Signal 6" Oval S/T/T Red	37.80	2	75.60
FBC201BLRC	RandHand Legend Front Bumper for 2020+ Chevy 2500/3500 (Accomodate front parking sensors and camera) w/ 2" Receiver Hitch	1,469.00	1	1,469.00
SBC201BLSL	RanchHand Sport Rear Bumper for 2020+ Chevy 2500/3500	734.00	1	734.00
56-14135	Westin HDX Drop Step Nerf Bars for 2019+ Chevy 2500/3500 Crew Cab	363.95	1	363.95
Sprayliner - Shortbed	Shortbed Sprayliner 8 Bed Size	585.00	1	585.00
GNRK1020	B&W Turnover Gooseneck for 2020 Chevy/GMC 2500/3500 (Does not fit CarbonPro Bed)	585.00	1	585.00



Estimate

Date	Estimate #
9/23/2020	7730

2322 Candelaria NE
 Albuquerque, NM
 87107
 Main 505-554-1966

Name / Address
Quay County Fire Department

Project	Rep
2020 Chevy 2500	JH

Item	Description	Rate	Qty	Total
TS20037B	TOW AND STOW 2 1/2" RECEIVER 5" DROP 2" AND 2 5/16" BALLS	267.00	1	267.00
80485	Retrax ProMX Aluminum Series for 2019+ Chevy Silveradoo 2500/3500 8.2' Bed w/out Carbonpro Bed	1,978.00	1	1,978.00
32966	Warn Winch Quick Disconnect	258.31	2	516.62
	Seat Covers and Tint			
62128	Tiger Tough Seat Covers for 2019+ Chevy Silverado Bucket Seats - Black	228.00	1	228.00
65515B	Tiger Tough Rear Seat Cover for 2019+ Chevy Silverado Quad and Crew Cab - Black	267.90	1	267.90
T10	TINT TWO WINDOWS	60.00	1	60.00
	Wiring and Labor			
NMOKHFUD TESSCO	3/4" 17' RG-58/U CO -AXIAL	12.625	2	25.25
NMO150/450/800	LARSEN 150/450/800 tri-band black unity gain antenna. Molded ABS base. Order Motorola style mounts separately.	28.795	2	57.59
Ch27.1.20	NHP all timed outputs w 4 hot w/ single stage timer and 20 foot harness, NHP logo on the face plate. No Tab Bracket.	793.50	1	793.50
Shipping		725.00	1	725.00
SHOP_SUPPLIES	Bolts, Screws, Nuts, Brackets, Connectors, Wiring, Loom, ETC.	165.00	1	165.00
LABOR 2	LABOR	85.00	45	3,825.00T
Subtotal				\$20,148.52
Sales Tax (7.875%)				\$301.22
Total				\$20,449.74



YUCCA

Quotation

Yucca Telecom
 201 West 2nd St
 Portales, NM 88130
 Ph.(575)226-2255
 Fx. 575-226-2256

dustinc@yuccatelecom.com 575-760-2021 cell

TO: Quay County Fire ATTENTION: Lucas Bugg
 _____ PHONE: _____
 _____ FAX: _____
 _____ E-Mail: _____

DATE	QUOTED BY	DELIVERY	F.O.B. POINT	TERMS
9/24/2020	Lauren			

QTY	MODEL NUMBER	DESCRIPTION	NET PRICE	EXTENSION
1	NX5700BK	Kenwood Digital RF Deck, 50w	\$504.00	\$504.00
1	5ABM	Remote Kit	\$392.18	\$392.18
1	NX5700HBF	Kenwood Digital RF Deck, 110w	\$1,442.00	\$1,442.00
1	6ABMIG	Remote kit for 110w radio	\$416.82	\$416.82
2	BMPL	Coax	\$16.95	\$33.90
2	MWV1322S	Antenna	\$60.00	\$120.00
1	NX5200K2	Kenwood Digital Portable	\$577.50	\$577.50
1	KNBL2M	Battery	\$96.81	\$96.81
1	KRA26M	Antenna	\$9.40	\$9.40
1	KSC32	Charger	\$56.00	\$56.00
3	RadProg	Program radio	\$30.00	\$90.00
1	RadLabor	Labor to install 2 mobile radios in Portales at Yucca Install Shop	\$500.00	\$500.00
				0.00
		NASPO#06913		0.00
				0.00
				0.00
	Tax			\$108.87

TOTAL: \$4,347.48

Dealer Name: _____

Dealer Location/ Account Number: _____

Notes: _____

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 6**

Authorization of Budgetary Decrease to EMS Fund (414)

WHEREAS, at meeting of the Board of Quay County Commissioners on September 28, 2020 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Decrease;

	<u>DEBIT</u>	<u>CREDIT</u>
State Fund 20600 Budgetary Decrease		
20600-0001-47090 State EMS Grant Bard-Endee EMS decreased \$4006.00	\$4006.00	
20600-3003-57999 Other Operating Costs Bard-Endee EMS decreased \$3995.00 Forrest EMS increased \$33.00		\$3962.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **EMS Grant Funding was decreased for Bard-Endee and Forrest EMS expenditures increased**

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

DONE at Tucumcari, County of Quay, New Mexico this 28th day of September, 2020.


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

ATTEST:


Ellen White, County Clerk

QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 7

Authorization of Budgetary Increase to **Hospital Fund (501)**

WHEREAS, at meeting of the Board of Quay County Commissioners on September 28, 2020 the following was among the proceedings;

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

**State Fund 22100
Budgetary Increase**

DEBIT

CREDIT

22100-4002-55999 Contract - Other Services \$40,200.00

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Budget for feasibility study**

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

DONE at Tucumcari, County of Quay, New Mexico this 28th day of September, 2020.

ATTEST


Ellen White
Ellen White, County Clerk

Franklin McCasland
Franklin McCasland, Commissioner

Sue Dowell
Sue Dowell, Commissioner

Mike Cherry
Mike Cherry, Commissioner

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 8**

Authorization of Budgetary Increase to **DWI Distribution (622)**

WHEREAS, at meeting of the Board of Quay County Commissioners on September 28, 2020 the following was among the proceedings;

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

**State Fund 22300
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
22300-3006-57999 Other Operating Costs	\$28,189.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **FY20 reversion of cash to NM Department of Finance**

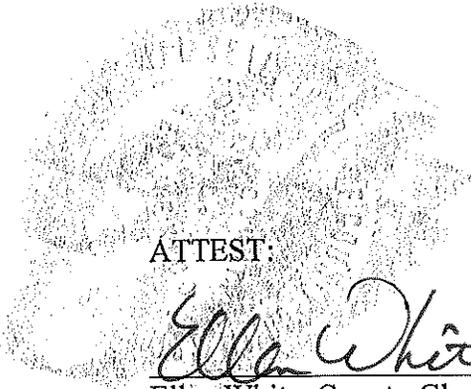
NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 28th day of September, 2020.


Franklin McCasland, Commissioner


Sue Dowell, Commissioner

ATTEST:



Ellen White, County Clerk


Mike Cherry, Commissioner

**FY 2020-2021
QUAY COUNTY
RESOLUTION NO. 5**

DROUGHT EMERGENCY DECLARATION

WHEREAS, Quay County has suffered through a prolonged drought for the past three years and has a current deficit of 10 inches of moisture compared to the average over that period; and

WHEREAS, according to the U.S. Drought Monitor, 100 percent of New Mexico has been classified as being in a drought condition with approximately 50 percent classified as severe to exceptional and approximately 20 percent classified as exceptional; and

WHEREAS, for the County of Quay the 2020 water year is currently only 6.51 inches of rainfall normal precipitation with a significant area below 38 percent of normal; and

WHEREAS, the ability of forecasters and other experts to adequately evaluate the severity of conditions in Quay County has been severely hampered by the COVID 19 outbreak and subsequent restrictions have led to lengthy delays in accurate reporting of these dire conditions; and

WHEREAS, no single definition of drought works in all circumstances, which makes drought much more difficult to differentiate as compared to other natural disasters such as floods, earthquakes, and tornadoes; and

WHEREAS, the state of New Mexico has the potential for numerous natural disasters associated with the drought, including agricultural loss, severe wild fires, and flooding due to severe wild fires; and

WHEREAS, most reservoirs around the state are well below normal storage levels for this irrigation season; and

WHEREAS, there is an extreme shortage of soil moisture in farmlands, pasture lands, and forests; and

WHEREAS, it will require a considerable amount of precipitation and snow melt runoff to return the soil moisture conditions and vegetation health to reasonable levels; and

WHEREAS, fire conditions in many areas of the state have reached a critical stage this summer and will remain critical with a drought that persists through the season; and

WHEREAS, the current U.S. seasonal drought outlook from the National Weather Service Climate Prediction Center states that the drought will likely persist across much of New Mexico; and

WHEREAS, this drought is of such magnitude as to be beyond local control and requires additional resources; and

WHEREAS, extraordinary measures may be necessary to protect public health, ensure public safety and wellbeing, and provide for the economic stability of Quay County.

NOW, THEREFORE We, the Quay County Commission, by virtue of the authority vested in us by the Constitution and Laws of the State of New Mexico, do hereby declare a state of emergency due to drought conditions in Quay County; and

WE REQUEST the Governor review the New Mexico Drought Plan and make revisions as necessary based on: existing state strategies including the Surface Water Act, assessment of current conditions, evaluation of drought impacts, and recommendations for appropriate response and mitigation actions to be taken.

WE FURTHER REQUEST the New Mexico State Drought Task Force review and recommend actions to the Governor and to other governing bodies within the state in accordance with the All Hazard Emergency Management Act, NMSA 1978, Sections 12-10-1 through 12-10-10.

WE FURTHER REQUEST the New Mexico State Drought Task Force recommend to the Governor recipients and objects of emergency funding, pursuant to, and in accordance with, NMSA 1978, Sections 12-11-23 through 12-11-25.

WE FURTHER URGE that adjacent counties, municipalities, and local governments strongly consider implementing appropriate drought emergency declarations as this drought emergency is not limited to Quay County.

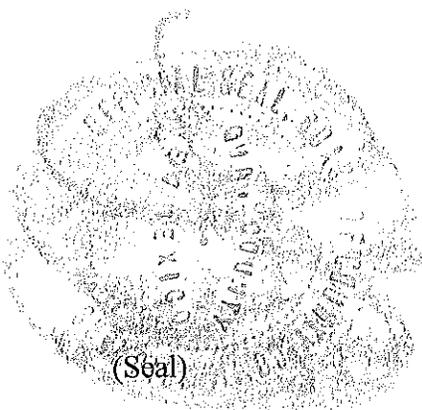
THIS ORDER supersedes any other previous orders, proclamations, or directives in conflict. This order shall take effect immediately and shall remain in effect until such time as it is rescinded by the Quay County Commission.

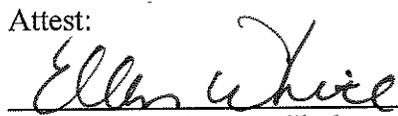
ADOPTED this 28th day of SEPTEMBER, 2020.


Franklin McCasland, Commissioner Chairman


Sue Dowell, Commissioner


Mike Cherry, Commissioner



Attest:

Ellen White, County Clerk