



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS JUNE 30, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session June 12, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **T.J. Rich, QCDC Administrator**
 - Request Approval of a Tenth Judicial District MOU

- II. **Darla Munsell, CDBG Coordinator**
 - Approval of FY2016-2017 Resolution No. 51 – Fair Housing Policy
 - Approval of FY2016-2017 Resolution No. 52 – Citizen Participation Plan
 - Approval of FY2016-2017 Resolution No. 53 – Residential Anti-Displacement & Relocation Assistance Plan
 - Approval of FY2016-2017 Resolution No. 54 – Section 3 Plan with Required Elements
 - Approval of FY2016-2017 Resolution No. 55 – Adoption of Required CDBG Annual Certifications and Commitments
 - Road Update

- III. **Richard Primrose, Quay County Manager**
 - Request Approval of LDWI Grant Agreement
 - Correspondence



DOC #CM-00419

07/10/2017 10:32 AM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County_Cle

Pages: 52



IV. INDIGENT CLAIMS BOARD

- Call Meeting to Order
- Request Approval of Indigent Minutes for the May 22, 2017 Meeting
- Review June 2017 Claims Prepared by Sheryl Chambers
- Adjourn

V. Request Approval of Accounts Payable

VI. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation,

VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 30, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 30th day of June, 2017 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:

Daniel Zamora, Quay County Rural Addressing
T.J. Rich, Quay County Detention Center Administrator
Darla Munsell, Quay County CDBG Coordinator
Cheryl Simpson, Quay County Manager's Office
Patsy Gresham, Quay County Treasurer
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. T.J. Rich led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 12, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "aye".

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

PUBLIC COMMENTS:

Patsy Gresham read a letter of appreciation for the outstanding customer service being provided by her staff. Gresham stated it is a personal goal of hers to provide Quay County with excellent customer service. Gresham invited the Commissioners to stop by her office and meet her new staff.

Richard Primrose introduced Daniel Zamora. Daniel is the newest addition to our Rural Addressing Department. Zamora will be utilizing the GPS equipment to verify and update all roads.

Franklin McCasland presented Richard Primrose with a plaque of recognition presented to Primrose at the recent NMAC Summer Conference held in Taos. The award came from the Public Works Affiliate and organizer of the Equipment ROADEO, Harold Garcia. Primrose was recognized for his outstanding contribution to the success of the annual event.

ONGOING BUSINESS: NONE

NEW BUSINESS:

T.J. Rich, Quay County Detention Center Administrator requested approval of a Memorandum of Understanding with the Tenth Judicial District Court. The MOU will allow the Detention Center to conduct drug screenings on behalf of the District Court and the Court will provide the kits for testing. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Memorandum of Understanding as presented. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of the MOU is attached and made a part of these minutes.

Quay County CDBG Coordinator, Darla Munsell, presented the following Resolutions regarding the CDBG process for approval:

- Approval of FY2016-2017 Resolution No. 51 – Fair Housing Policy
- Approval of FY2016-2017 Resolution No. 52 – Citizen Participation Plan
- Approval of FY2016-2017 Resolution No. 53 – Residential Anti-Displacement & Relocation Assistance Plan
- Approval of FY2016-2017 Resolution No. 54 – Section 3 Plan with Required Elements
- Approval of FY2016-2017 Resolution No. 55 – Adoption of Required CDBG Annual Certifications and Commitments

A MOTION was made by Mike Cherry SECONDED by Sue Dowell to approve Resolutions 51 through 55, inclusive. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies are attached to these minutes.

Primrose informed the Commissioners Larry Moore was on vacation. Primrose briefed the Commissioners on the following:

1. Quay Road 63 is complete with the exception of the striping.
2. Coop Projects are complete and crews are beginning Quay Road BH, which is part of the CAP Project.
3. Crews mowed the roadway to the Nara Visa Cemetery prior to John Cammack's funeral services.

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

1. DWI Grant Agreement Project No. 18-D-G-21 for the 2017-2018 fiscal year. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of said Agreement is attached and made a part of these minutes.

Correspondence:

1. Distributed the final 2016/2017 Gross Receipts Tax Report.
2. Recognized the Tucumcari MainStreet Corporation as being the recipient of the 2017 National Main Street Accreditation.
3. The Courthouse will be closed on Tuesday, July 4.
4. Senator Udall will be in Tucumcari on July 5.
5. County staff and elected officials attended the NMAC Summer Conference in Taos.
6. The entrance conference with the Auditors has been held.
7. A letter has been received from DFA approving the preliminary budget. Final approval will be required in July.

Chairman McCasland called the Indigent Claims Board portion of the meeting to order. Time noted 9:25 a.m.

-----INDIGENT CLAIMS----

Return to regular session. Time noted 9:30 a.m.

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Report ending June 27, 2017 and the addendum for the period June 28-29, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

A MOTION was made by Mike Cherry SECONDED by Sue Dowell to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 9:35 a.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 11:15 a.m.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

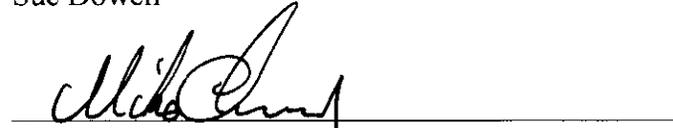
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:20 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



Memo of understanding between Tenth Judicial District and Quay County New Mexico

The Detention Center for Quay County New Mexico regularly supervises and conducts drug testing. The testing equipment and protocols are determined solely by Quay County.

It is helpful for the Tenth Judicial District Court to have access to drug tests for individuals who are out on release conditions, or who are appearing before the Court. To provide access to drug tests for the Court, Quay County and the Court agree as follows;

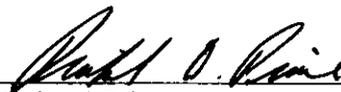
1. Tenth Judicial District Court shall purchase drug test kits from the vendor and of the type specified by Quay County Detention Center.
2. The Detention Center will keep count of the number of kits that are utilized at the direction of the District Court Judge.
3. The Detention Center shall continue to charge \$10.00 per test pursuant to their standard practice.
4. If an individual is ordered by the Court to submit to a test, and advises the Court that they do not have the \$10.00 necessary to pay for the test, the Court may direct either orally or in writing that the test be performed without payment. The Detention Center shall make note of the number of tests for which the Detention Center is not paid.
5. The \$10.00 collected by the Detention Center shall be retained by the Detention Center as compensation for the services they are providing to the Court by conducting the test and reporting the results.
6. Either the Court or Quay County may cancel this agreement with ten (10) business days' notice to the other party. Prior to cancelling the agreement, the parties will make a good faith effort to work out any disputes that have arisen.
7. District Court will purchase up to \$3,000.00 worth of drug kits pursuant to this agreement as funds allow. The purchase of the kits will be conducted solely by the Court through the Court system and when the kits are received the kits will be delivered to the Detention Center without alteration.
8. This authorizes the Quay County Detention Center to do observed U.A. samples from individuals ordered by the District Court.

Done this 15 Day of May, 2017

Albert Mitchell Jr.
District Court Judge

Marion Payton
CEO Tenth Judicial District


T.J. Rich
Quay County Detention Center Administrator


Richard Primrose
County Manager



SUSANA MARTINEZ
GOVERNOR



DUFFY RODRIGUEZ
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

MICHAEL MARIANO
ACTING DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

June 13, 2017

The Honorable Commissioner
Quay County Commission Chair

Dear Commissioner :

Enclosed are two LDWI Grant Agreements (Agreement) for the project #18-D-G-21 for your review and approval. **Please note that original signatures and notarization are required on page 9 of both copies of the Agreement.** After signature and notarization, please return both original copies of the Agreement to us for execution. We will send one fully executed copy of the Agreement for your files.

Reimbursement requests for expenditures made prior to the full execution of the Agreement will not be accepted.

If you have any questions please contact Luci Kelly, LDWI Program Manager of my staff at (505) 827-4958.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Lopez".

Rick Lopez, Director
Local Government Division

Xc: , Quay County DWI Coordinator

Enclosures

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 18-D-G-21

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Quay, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on May 2, 2017, the DWI Grant Council awarded the Grantee **\$21,000.00** to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2017 through June 30, 2018.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.
2. The Grantee agrees to prepare an evaluation of the Prevention, Treatment and/or Compliance Monitoring Components using the Local DWI evaluation plan template.
3. The Grantee agrees to attend meetings with Division staff and the statewide evaluator as necessary.
4. The Grantee agrees to submit to the Division quarterly status reports from the Evaluator that include general updates, process and outcome evaluation developments which occurred during the preceding quarter.
5. The Grantee agrees to submit a preliminary evaluation report to the Division no later than August 31st in a format to be determined by the Department of Health.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2017**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than October 31, 2017, January 31, 2018, and April 30, 2018 for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1) and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.
2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than July 11, 2018.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than July 25, 2018.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed Twenty One Thousand Dollars and No Cents (\$21,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.

- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.
- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. **Early Termination for Convenience:** Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. **Liability in the Event of Early Termination:** In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.

- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be required to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in

connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.

- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Bryan Rinestine
Title: DWI Coordinator
Address: PO Box 1011
Tucumcari, NM 88401

Phone: 575-461-6096
Fax: 575-461-0645
Email: quaydwi@plateautel.net

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Luci Kelly
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4958
Fax: (505) 827-4340
Email: Luci.Kelly@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Two Thousand One Hundred Dollars and No Cents (\$2,100.00) (10%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol as part of the first quarter Progress Report**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program website. Data shall be entered and maintained in a current up-to-date status.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database website. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant

Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Quay may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Quay's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Quay

Grant No.: 18-D-G-21

Grant Amount: \$21,000.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative

Office of the Courts (AOC).

4) Coordination, Planning, and Evaluation:

The grant supports Coordination, Planning and Evaluation administered by a professional responsible for oversight of all LDWI program efforts: monitoring all activities; budgeting, planning and funding requests; development, maintenance and reporting of all reporting requirements; evaluation of the grant Project progress and impact; submission of all required financial and program reports; staffing the LDWI Planning Council; and attending DWI Grant Council meetings.

5) Alternative Sentencing:

Alternative sentencing provides the courts with sentencing alternatives to traditional incarceration, including electronic monitoring devices, alcohol monitoring devices, community custody, DWI Drug Courts, and community service.

LDWI funding may be used to support alternative adjudication programs such as DWI court and teen court. Teen court funding is limited to \$30,000 for the operation of teen courts. All DWI courts must follow AOC specialty court guidelines. All teen courts funded through the LDWI grant program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

Often teen court programs implement prevention activities in addition to their alternative sentencing services. Prevention activities, services and programs implemented by a teen court must be budgeted through the prevention component and meet prevention program requirements.

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: Quay County

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Evaluator Status/Final Report(s)	<input type="checkbox"/> Evaluator Status/Final Report(s)
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

Local DWI Grant Fund
Revenue/Expenditure Summary

Exhibit C

Applicant/Grantee

Quay County

Project No.: 18-D-G-21

Total Grant Funds

\$21,000.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
Local DWI Program Grant	Personnel Services	11,450.00	2,100.00	13,550.00
Program Generated Fees	Employee Benefits	5,815.00		5,815.00
Local Match (Cash or In-Kind)	Travel (In-State)			0.00
County	Travel (Out-of-State)			0.00
City	Supplies			0.00
Judicial/Courts	Operating Costs			0.00
Other (list):	Contractual Services	3,735.00		3,735.00
Volunteer hours	Minor Equipment			0.00
	Capital Outlay*			0.00
TOTAL REVENUES	TOTAL EXPENDITURES	21,000.00	2,100.00	23,100.00

(*) Capital Outlay cannot exceed 10%

10% = 2,100.00

Grant Expenditures:

Prevention	
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	21,000.00

ck

21,000.00

In-Kind/Match Expenditures:

Prevention	
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	2,100.00

ck

2,100.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Quay County
P.O. Box 1246
Tucumcari, NM 88401
575-461-2112
18-D-G-21

EXHIBIT C(1)
Tot. Bud. Expd: 23,100.00 ck

23,100.00

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Program Component Expenditures D(1)

Exhibit D (1)

Grantee: **Quay County**
 Project No.: **18-D-G-21**
 Request No. **1**

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant Expenditures:

Prevention	21,000.00
Enforcement	0.00
Screening	0.00
Domestic Violence	0.00
Treatment: Outpatient/Juvenile	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	21,000.00

This Request	YTD
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
Totals:	0.00

In-Kind/Match Expenditures:

Prevention	2,100.00
Enforcement	0.00
Screening	0.00
Domestic Violence	0.00
Treatment: Outpatient/Juvenile	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	2,100.00

This Request	YTD
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
_____	0.00
Totals:	0.00

Total Expenditures This Reimbursement: 0.00
 Total Expenditures Year to Date: 0.00

Check 0.00
 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

**EXHIBIT E
Fees Collected Summary**

Grantee:	
Address:	

Component	FY18 Beginning Balance (From FY17 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q3 Ending Balance	Q4		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance

Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY18 Beginning Balance (From FY17 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

 Grantee Fiscal Officer Date

 Grantee Representative

Exhibit G
Detailed Breakdown By Budget Category
LOCAL DWI GRANT PROGRAM

Grantee: _____
 Project No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):						<u>0.00</u>

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:						<u>0.00</u>

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Operating Costs: 0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					<u>0.00</u>	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					<u>0.00</u>	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					<u>0.00</u>	

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Name Title Date

Exhibit G
Detailed Breakdown By Budget Category
LOCAL DWI GRANT PROGRAM

Grantee: 0
Project No.: 0
Request No.: 0

Total Grant Funds Requested This Request: 0.00
Total Matching Funds Reported This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:						<u>0.00</u>

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:						<u>0.00</u>

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:						<u>0.00</u>

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (In-State): 0.00

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					<u>0.00</u>	

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					<u>0.00</u>	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					<u>0.00</u>	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					<u>0.00</u>	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					<u>0.00</u>	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					<u>0.00</u>	

Total In-Kind/ Matching Reimbursement Request: 0.00
Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Name Title Date

**EXHIBIT "I" ENFORCEMENT ACTIVITY REPORT
DFA/LOCAL GOVERNMENT DIVISION LDWI PROGRAM**

GRANTEE: _____ Report Period: _____

PROGRAM COORDINATOR: _____

ENFORCEMENT ACTIVITIES: Underage Enforcement Checkpoint Saturation Patrol

Other _____ COMPLETE ONE FORM FOR EACH TYPE OF ACTIVITY CONDUCTED

Date Activity Conducted: _____ #Officers: _____ Task Force _____ Direction of Traffic: _____

Location of Activity: _____ Start Time: _____ End Time: _____

ADDITIONAL OFFICERS PAID WITH OTHER FUNDS

# DWI Arrests		# Under 21 possession consumption citations:		Add'l Agency: _____
# Misdemeanor Arrests		# Child Restraint Citations		
# Felony Arrests		# Speeding Citations		#Officers: _____
# Drug Arrests		# Uninsured Motorists		
# open container citations		# Suspended/ Revoked		Add'l Agency: _____
# Seatbelt Citations		# Reckless Driving		
# Written Warnings		# Other Citations		#Officers: _____
# of Warrants served				

Officer Name	Dates Worked	Total Hours Worked	Hourly Rate	Total Paid
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals		0.00		\$ -

Compliance Monitoring/Tracking

Successes:

Challenges:

Coordination Planning & Evaluation

Successes:

Challenges:

Alternative Sentencing/Teen Court

Successes:

Challenges:

Other

_____ County
Successes and Challenges
FY18 Quarter: _____

Prevention

Successes:

Challenges:

Enforcement

Successes:

Challenges:

Screening

Successes:

Challenges:

Domestic Violence

Successes:

Challenges:

Treatment/DETOX

Successes:

Challenges:



FISCAL YEAR 2016-2017

RESOLUTION NO. 51

Exhibit 1-O

A resolution of the Commissioners of the County of Quay, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

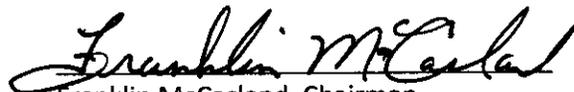
WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the Commissioners of the County of Quay hereby wish all persons living, working, doing business in or traveling through this (city/town/county) to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the County of Quay to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the County of Quay will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the County of Quay shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the County of Quay shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

PASSED AND ADOPTED BY THE Commissioners of the County of Quay on this 30th day of June, 2017.

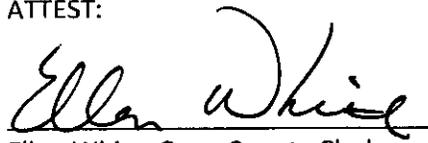

Franklin McCasland, Chairman


Mike Cherry, Member


Sue Dowell, Member



ATTEST:


Ellen White, Quay County Clerk



**QUAY COUNTY
FISCAL YEAR 2016-2017
RESOLUTION NO. # 52
Citizen Participation Plan**

Introduction

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, Quay County has prepared and adopted this Citizen Participation Plan.

Objective A

Quay County will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

Quay County will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

Quay County will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

Quay County will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

Quay County will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

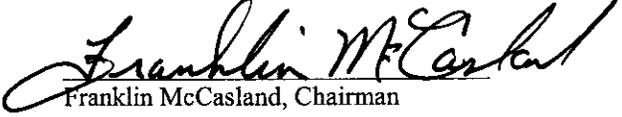
Objective F

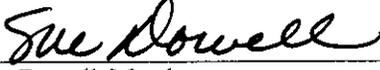
Quay County will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

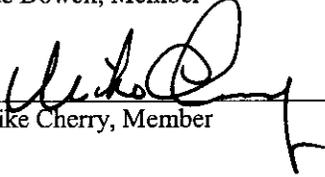
1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

PASSED, APPROVED, and ADOPTED this 30th day of June 2017.

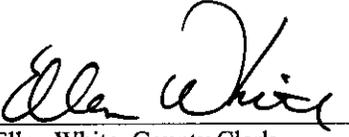
BOARD OF COMMISSIONERS
OF QUAY COUNTY:


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, County Clerk





QUAY COUNTY
FISCAL YEAR 2016-2017
RESOLUTION NO. 53

Residential Anti-Displacement and Relocation Assistance Plan

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, Quay County must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps Quay County will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. Quay County Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within Quay County to the extent feasible, the units shall be located within the same neighborhood as the units replaced
- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless the Quay County has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between the Quay County and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before the Quay County enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, the Quay County must make public and submit in writing to State of New Mexico

Department of Finance and Administration Local Government Division the following information:

- 1 A description of the proposed assisted activity;
- 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
- 3 A time schedule for the commencement and completion of the demolition or conversion;
- 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
- 5 The source of funding and time schedule for the provision of replacement dwelling units;
- 6 The basis for concluding that each replacement unit will remain a lower-income

- 7 dwelling unit for at least 10 years from the date of initial occupancy; and
Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within Quay County. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in the Quay County and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:

1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of utilities for a replacement dwelling to the "Total Tenant Payment", as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, the Quay County must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.
2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

"Total Tenant Payment", as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within Quay County.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a "displaced person" as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to the Quay County for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if the Quay County or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.
2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the **Quay County** determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. The **Quay County** determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.

- B. Acquisition of Property Applicants who apply for CDBG funds to acquire property for the development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by the Quay County covering the rehabilitation or demolition.

IX. Grievances

The Quay County will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.

- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

IX. Certification

The Quay County herewith certifies to follow the Anti-displacement relocation plan described above and adopt the plan by resolution annually.

PASSED, ADOPTED and APPROVED this 30th day of June 2017.

Board of Commissioners:
Of Quay County:


Franklin McCasland, Chairman


Mike Cherry, Member


Sue Dowell, Member

Attest:


Ellen White, County Clerk





QUAY COUNTY
FISCAL YEAR 2016-2017
Resolution # 54
SECTION 3 PLAN WITH REQUIRED ELEMENTS

Quay County is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

Quay County has appointed Darla Munsell as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the . Documentation of efforts will be retained on file for monitoring by the state.

Therefore, **Quay County** shall:

1. Hiring
 - a. Advertise for all **Quay County** positions in local newspapers
 - b. List all **Quay County** job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in Quay County. This means that if two equally qualified persons apply and one is a resident of the **County of Quay** and one is not, the resident will be hired
 - d. Maintain records of **Quay County** hiring as specified on this form

ANTICIPATED HIRING YEAR			2016-2017	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income County/Municipality Residents	# of Positions Filled	Positions Filled by Lower Income County/Municipality Residents
Emergency Management Coord	1	1	1	1
Admin. Asst.	1	1	1	1
Detention Center	1	1	1	1

- Chart for Section 3 Plan **MUST** be filled out in its entirety.

2. Contracting

- a. Quay County will compile a list of businesses, suppliers and contractors located in Quay County.
- b. These vendors will be contacted for bid or quotes whenever the **County/Municipality** requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within Quay County and one from outside Quay County the contract will be awarded to the business located within the community.

3. Training

Quay County shall maintain a list of all training programs operated by Quay County and its agencies and will direct them to give preference to Quay County residents. Quay County will also direct all CDBG sponsored training to provide preference to Quay County residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

Quay County shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

Quay County will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

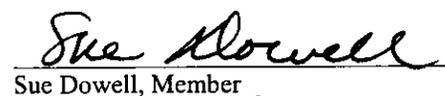
LOWER INCOME CLARIFICATION

A family who resides in and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for Quay County. Information contained in our Section 3 Plan reflects the status of Quay County employees regarding lower income considerations based on their salary paid by Quay County.

PASSED, APPROVED, and ADOPTED this 30th day of June 2017.

BOARD OF COMMISSIONERS
OF QUAY COUNTY:


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, County Clerk



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2016-2017

CDBG Project Number 14-C-RS-I-01-G-01

RESOLUTION # 55 ADOPTION OF REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL CERTIFICATIONS AND COMMITMENTS

WHEREAS, municipalities or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the County of Quay (hereinafter referred to as the County) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

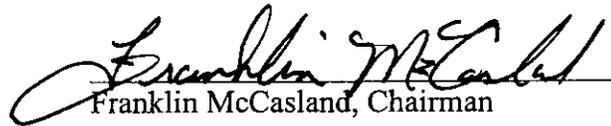
Citizen Participation	certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15)
Fair Housing	certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin
Residential Anti-Displacement & Relocation Assistance	certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity
Section 3	certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community

Procurement

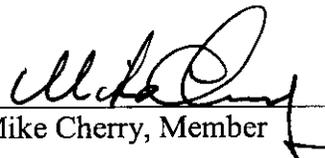
certifies that the County will comply with the New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG Projects.

NOW, THEREFORE, BE IT RESOLVED, that the County adopts the above CDBG certifications and commitments that must be adopted annually.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the County of Quay this 30th day of June, 2017.


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

Attest:


Ellen White, Quay County Clerk