



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
DECEMBER 11, 2017**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 27, 2017

Approval of Minutes-Special Session November 30, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Renee Hayoz, Clinic Administrator, Presbyterian Medical Services**
 - Presentation of RPHCA
- II. T. J. Riddle, Rawhide Days**
 - Discussion of Rawhide Days Events
- III. Phillis Taylor, Sites Southwest**
 - Kick Off Meeting with Quay County Commission for Comprehensive Plan
- IV. Russell Shafer, Quay County Sheriff**
 - Presentation of the Sheriff's Report
- V. Larry Moore, Quay County Road Superintendent**
 - Road Update
- VI. Richard Primrose, Quay County Manager**
 - Request Approval of the SambaSafety Information Services Agreement
 - Request Approval of FY2017-2018 Resolution No. 18 - Commission Meeting Dates and Requirements in Compliance with the NM Open Meetings Act
 - Request Approval of 2018 Quay County Holiday Schedule
 - Request Approval of the Quay County Safety Manual
 - Correspondence



DOC #CM-00431

01/08/2018 02:04 PM Doc Type: COCOM

Fee: (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County_Cle

Pages: 62



VII. Request Approval of Accounts Payable

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

IX. 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

X. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

December 11, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11th day of December 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
Veronica Marez, Chief Deputy County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Renee Hayoz, Clinic Administrator, Presbyterian Medical Services
Madeline Jacknin, Sites Southwest
Phyllis Taylor, Sites Southwest
Gail Houser, Tucumcari MainStreet Executive Director
TJ Riddle, Rawhide Days Committee
Karen Alarcon, Rawhide Days Committee
Steve Henson, Quay County Sun
Darla Munsell, Quay County Road Administrator
David Zamora, Quay County Rural Addressing
Russell Shafer, Quay County Sheriff
Patsy Gresham, Quay County Treasurer
Russ Doss, Souder, Miller & Associates
Sonia Jamalla, GSI Specialist

Chairman Franklin McCasland called the meeting to order. Darla Munsell led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the November 27, 2017 regular session and November 30, 2017 Special Sessions as printed. MOTION carried with Cherry voting "aye" and McCasland voting "aye"; Dowell voting "aye".

A MOTION was made by Mike Cherry to delete items 9 and 10 on the agenda, SECONDED by Sue Dowell to approve the Agenda with changes. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS: NONE

ONGOING BUSINESS: NONE

NEW BUSINESS:

Renee Hayoz, Clinic Administrator, Presbyterian Medical Services presented the RPHCA report. A copy of the report is attached to these minutes.

Hayoz informed Commissioners PMS will be conducting an Open House February 5, 2017 2:00 pm-4:30 pm.

T.J. Riddle, Rawhide Days Committee listed a few events that will happen May 4th, 5th and 6th at the Quay County fairgrounds.

- Black Smith competition
- Contacted Chuck Wagon of America
- Country music jamboree
- Key Rawhide day performers
- Ranch Rodeo

Karen Alarcon, Rawhide Days Committee informed commissioners of a few events that they will be having.

- Fire fighters chili cook off fundraiser.
- Horseshoe pitching contest
- Parade
- Gun fights
- Vendors
- Music

Karen Alarcon thanked the commissioners for their support.

Commissioner Dowell thanked the committee and volunteers for all the hard work they put into making this event a success and taking feedback to improve the event.

Phyllis Taylor, Sites Southwest presented an update for the Comprehensive Plan for Quay County. A copy of the presentation is attached to these minutes.

Commissioner Dowell stated her concerns:

- High cost of daycare or lack of.
- Urgent need of OBGYN services in Quay County.
- What can be done to utilize the 5 exits that lead into Tucumcari?

Russ Doss, Souder, Miller & Associates presented a power point for Asset Management Plan. A copy of the presentation is attached to these minutes.

Commissioner McCasland informed Russ Doss of the problem Quay County Road Department is having on Quay Road AI with trucks being directed to use County Road instead of State Road.

Russ Doss informed Commissioners in order to solve the problem the County needs to have an Ordinance in place.

Russell Shafer, Quay County Sheriff presented the sheriff's report. A copy of the report is attached to these minutes.

McCasland requested a break. Time noted 10:00 am.

Larry Moore, Quay County Road Superintendent, gave the following report:

1. Presented the blade report.
2. Crews completing CAP project at Quay Road R in Nara Visa next.
3. Crews took dozer and blade to The Tucumcari Mountain and worked on road at the top.
4. Moore finished maintenance on equipment.
5. Crews took reclaimer to Nara Visa to start project.

Richard Primrose presented the following Manager's Report:

1. Request Approval of the SambaSafety Information Services Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve agreement. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of said agreement is attached and made a part of these minutes.
2. Requested approval FY 2017-2018 Resolution No. 18; Commission meeting dates and requirements in compliance with the NM Open Meetings Act. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No 18. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of said Resolution is attached and made a part of these minutes.
3. Requested approval of 2018 Quay County holiday schedule. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve holiday schedule. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.
4. Requested approval of Quay County Safety Manual. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to table safety manual. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Joe Thomas joined the meeting. Time noted 10:30 am.

Manager's Correspondence:

1. Presented the GRT report.
2. Congratulations to chairman Franklin McCasland for being appointed to the Interstate Stream Commission committee.
3. Congratulations to Curtis Simpson, Quay County Emergency manager for the birth of his baby girl.
4. Employee appreciation dinner will be held December 15, 2017 at 6:00 pm at Quay County Fairground.
5. Quay County will be closed December 25-26 and January 1, 2017 for Holiday season.
6. Congratulations Susan Lease for winning 1st place during the light parade.

Requested approval of accounts payable. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve accounts payable. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.

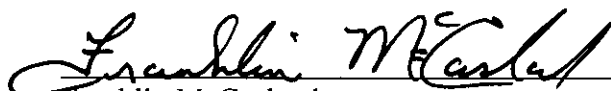
Commissioner Dowell thanked all employees that have participated in the New Mexico Edge classes and have received certifications continuing their education.


Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners: Commissioner Cherry congratulated chairman Franklin McCasland for being appointed to the Interstate Stream Commission committee.

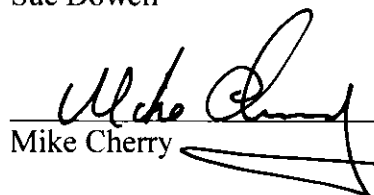
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 11:30 a.m.

Respectfully submitted by Veronica Marez, Chief Deputy County Clerk.


BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Veronica Marez, County Clerk
Ellen L. White, Chief Deputy



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

Monthly RPHCA Narrative Report

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

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

No change in services provided during November. Discussion of adding Dental Services.

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

There were no difficulty providing services.

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

Encounters were 94% of budgeted projection for the month. YTD we are at 101%

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

Currently advertising for a Temporary on Call MA. 2 applicants have applied, applications are now being screened.

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

TOC MA-position is still vacant. New TOC MA started on 11/13 and resigned the same day. Currently advertising for new TOC MA. Position is posted on PMS website and Quay County Jobs FB Page.

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

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

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

-Administrator and Director attended the Quay Co Commissioner Meeting on 11/07.

-Administrator and Director met with the Tucumcari Sr. Center Director on 11/07 and will begin doing monthly visits to the Sr. Center for vital checks.

-Staff visited the Sr. Center on 11/29. Seventeen (17) seniors met with the staff and had their blood glucose and pressure, O2 and pulse checked.

-Administrator made contact with Sr Center Director in Logan to offer services. Director stated that no services were needed, but would welcome any educational information provided by the QCFHC for senior health.

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

Site continues to provide care at the Quay County Detention Center in addition to the patients seen at Quay County Family Health Center.

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

-QCFHC is working to reschedule senior center visits again in San Jon.
-Will be attending Quay Co Health Council Board Meeting to collaborate on community outreach and to participate in the Wellness Fair in Spring 2018.
-Plans to attend School Board to conduct effective Community Outreach with the High School.

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

None at this time.

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

Meeting was held on November 13, 2017

**Welcome & Introductions-
New Administrator
PMS Board report -
Community Feedback-
Regional Goals -
Provider Retention
Advocacy/Sustainability
Access
Clinic Update-
Quay County Update -
Quay County Home Visiting Program -**

**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	18774	
Reporting Site: Quay County Family Health Center		Report Month/Year:	11/01/17	
Action Plan Item		Actual Monthly Level		
Primary Care	Total Number of Primary Care Encounters		394	
	By Provider Type:			
	Physician Encounters		7	
	Midlevel Practitioner Encounters		387	
	Dentist Encounters			
	Dental Hygienist Encounters			
	Behavioral Health Encounters			
	All Other Licensed/Certified Provider Encounters			
	By Payment Source:			
	Sliding Fee Encounters - Medical/Behavioral Health		27	
	Sliding Fee Encounters - Dental			
	Medicaid Encounters - Medical/Behavioral Health		161	
	Medicaid Encounters - Dental			
	County Indigent Encounters			
	Other 3 rd Party Encounters		83	
	Medicare Encounters		120	
	100% Self Pay (non-discounted/non-3 rd party) Encounters		3	
	Unduplicated Users	Total # of unduplicated users		88
		At or Below Poverty		61
		Between Poverty and 200% of Poverty		23
Above 200% of Poverty		4		
Staffing Level	Administrative Staff		3.2	
		Clinical FTEs		
	Physicians	0.05	0.15	
	Certified Nurse Practitioners	2		
	Physician Assistants			
	Certified Nurse Midwives			
	Dentists			
	Dental Hygienists			
	Behavioral Health Professionals			
	Community Health Workers			
	Clinical Support Staff	2		
	All Other Staff	0.5		
	Please enter the month being reported: October			
	Financials	Total Primary Care Revenues - all sources		92,460
Sliding Fee Revenues - Medical		4,768		
Sliding Fee Revenues - Dental		0		
Medicaid Revenues - Medical		34,459		
Medicaid Revenues - Dental		0		
County Indigent Fund Revenues		0		
Other 3 rd Party Revenues		10,200		
Medicare Revenues		22,013		
100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		251		
Contracts/Grants Revenues (including RPHCA)		20,769		
Total Primary Care Expenditures		71,994		
Total Primary Care Charges		112,343		
Sliding Fee Discounts - Medical		10,067		
Sliding Fee Discounts - Dental		0		
Prepared by: C Renee Hayoz		12/7/2017		

November 30, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	82
May	69
June	68
July	84
August	92
September	83
October	96
November	93
December	0

Civil Process

Month Received	Count
January	87
February	121
March	189
April	124
May	151
June	76
July	78
August	76
September	65
October	46
November	68
December	0

Prisoner Transports

Month Reported	Count
January	17
February	17
March	18
April	11
May	10
June	11
July	14
August	15
September	14
October	13
November	6
December	0

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	16
May	14
June	6
July	15
August	7
September	13
October	10
November	12
December	0

Citations

Month Issued	Count
January	27
February	30
March	10
April	5
May	3
June	4
July	21
August	13
September	10
October	10
November	16
December	0

Traffic Stops

Month Occurred	Count
January	58
February	50
March	39
April	24
May	10
June	25
July	38
August	40
September	25
October	38
November	50
December	0

	Year	Total Mileage
Seven full time Law Enforcement Deputies.	Q-1 16 UNIT -7213	22672
1 Sheriff	Q-2 16 UNIT -6749	73121
1 Under Sheriff	Q-3 10 UNIT -8905	78172
4 Deputies	Q-4 10 UNIT -0425	110361
	Q-5 07 UNIT -9874	119349
	Q-6 14 UNIT -0262	40749
	Q-7 13 UNIT -7693	127040

Russell Shafer, Sheriff

Quay County

Asset Management Overview

Souder, Miller & Associates

Quay County, NM

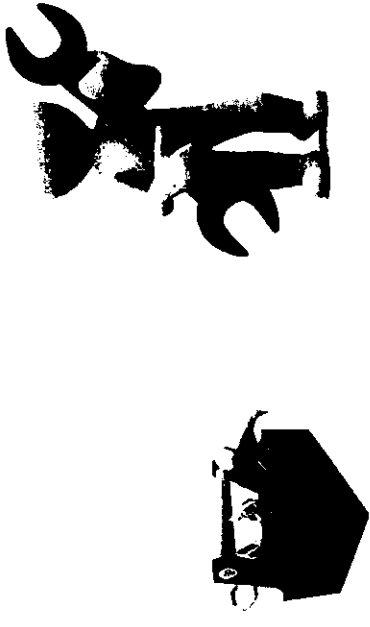
December 11, 2017

Asset

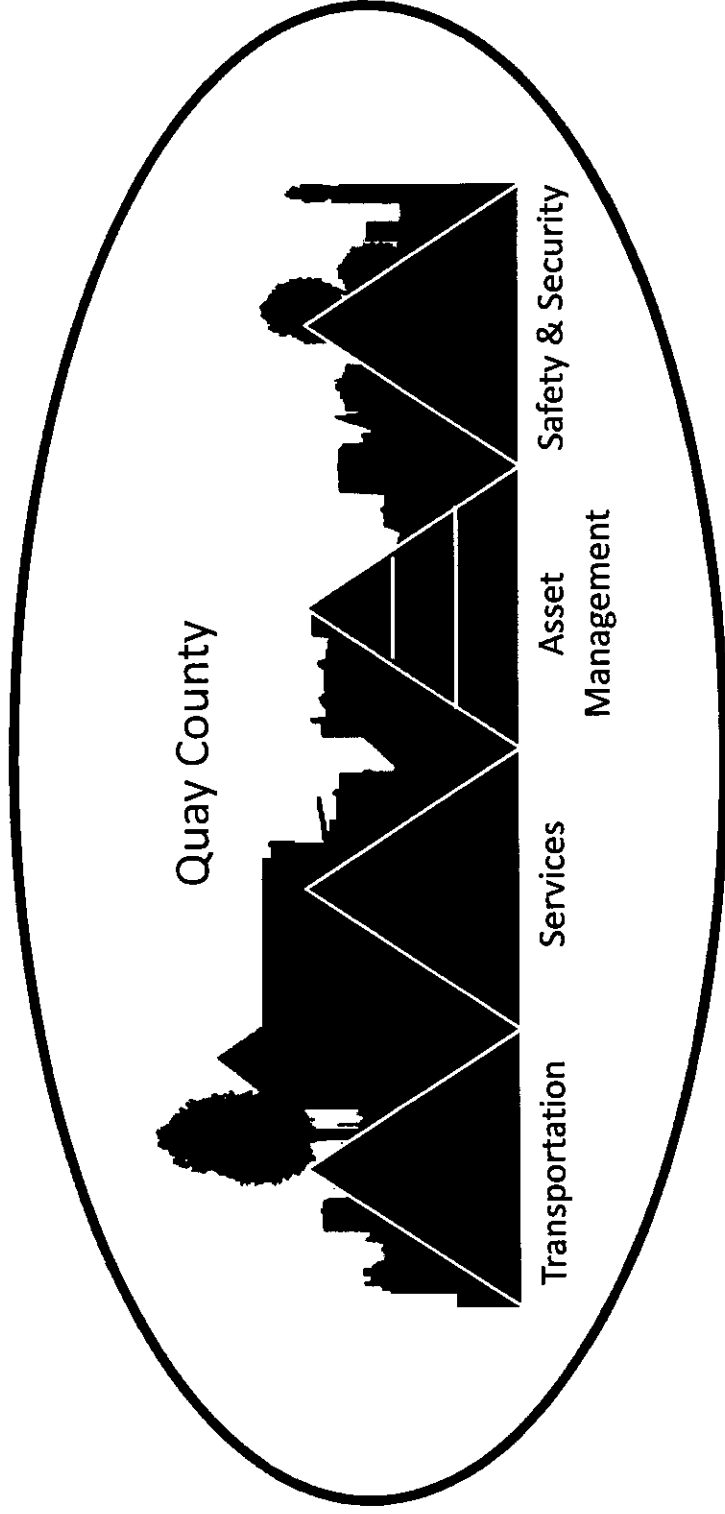
- An **asset** is an article, building, device, entity, item, machinery or plant that has **potential** or **actual value** or worth to the County

Asset Management

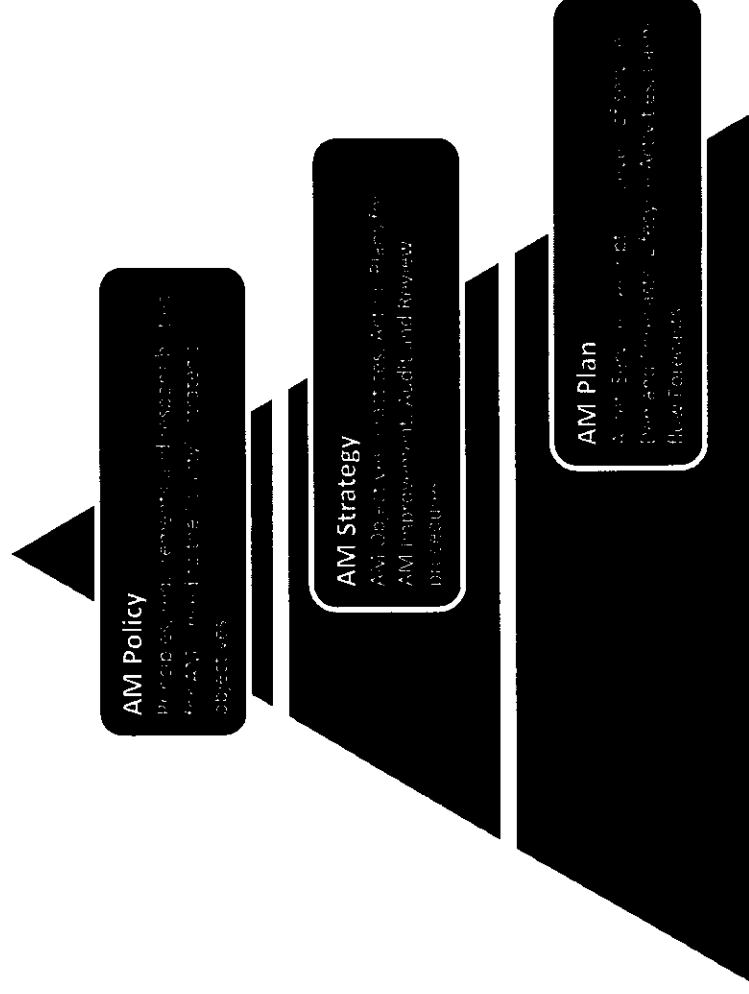
- The **systematic and coordinated processes** by an entity to **sustainably deliver its desired level of service**



Management System for Assets



Asset Management System



Asset Management Policy

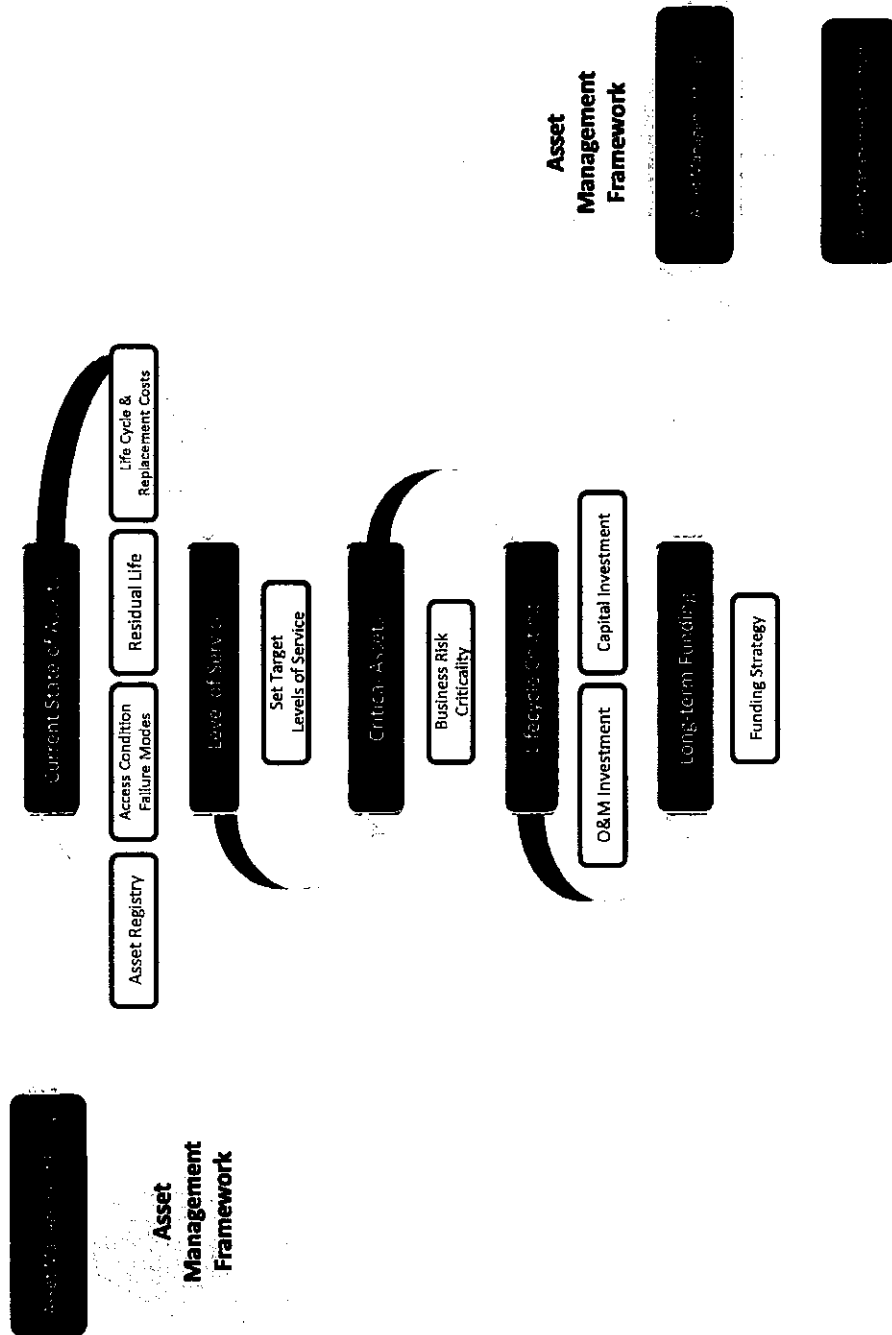
AM Policy

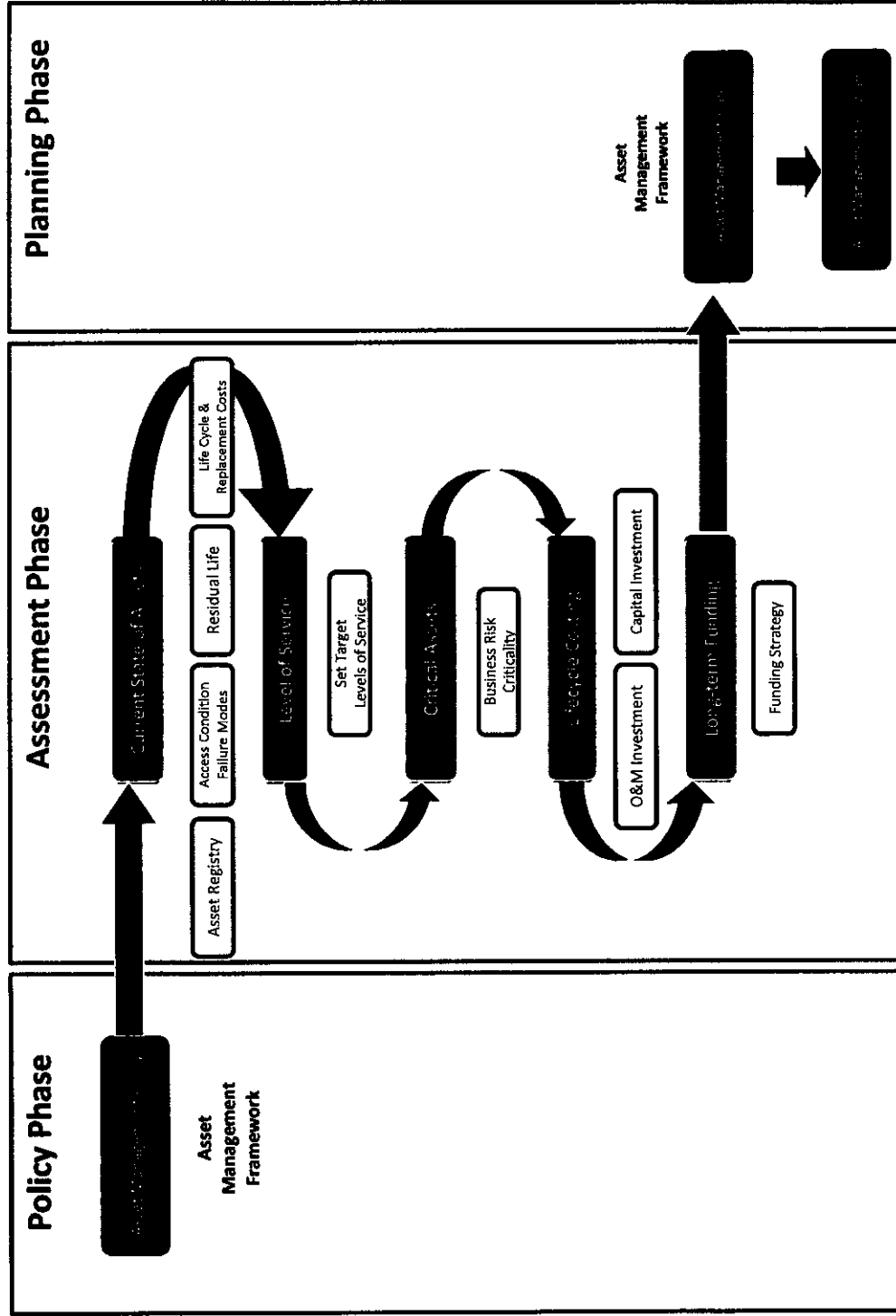
Principles, requirements and responsibilities for AM, linked to the County's strategic objectives

Objective

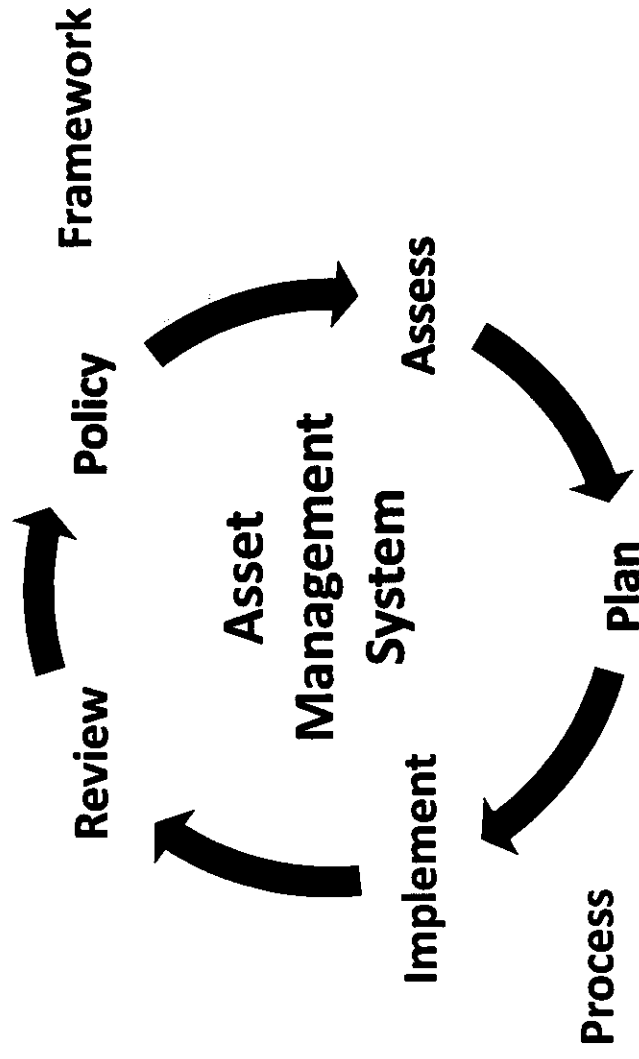
- Assist Quay County to develop and set forth a clear **Asset Management Policy** within which the County can make asset management decisions.

Roadmap to Asset Management



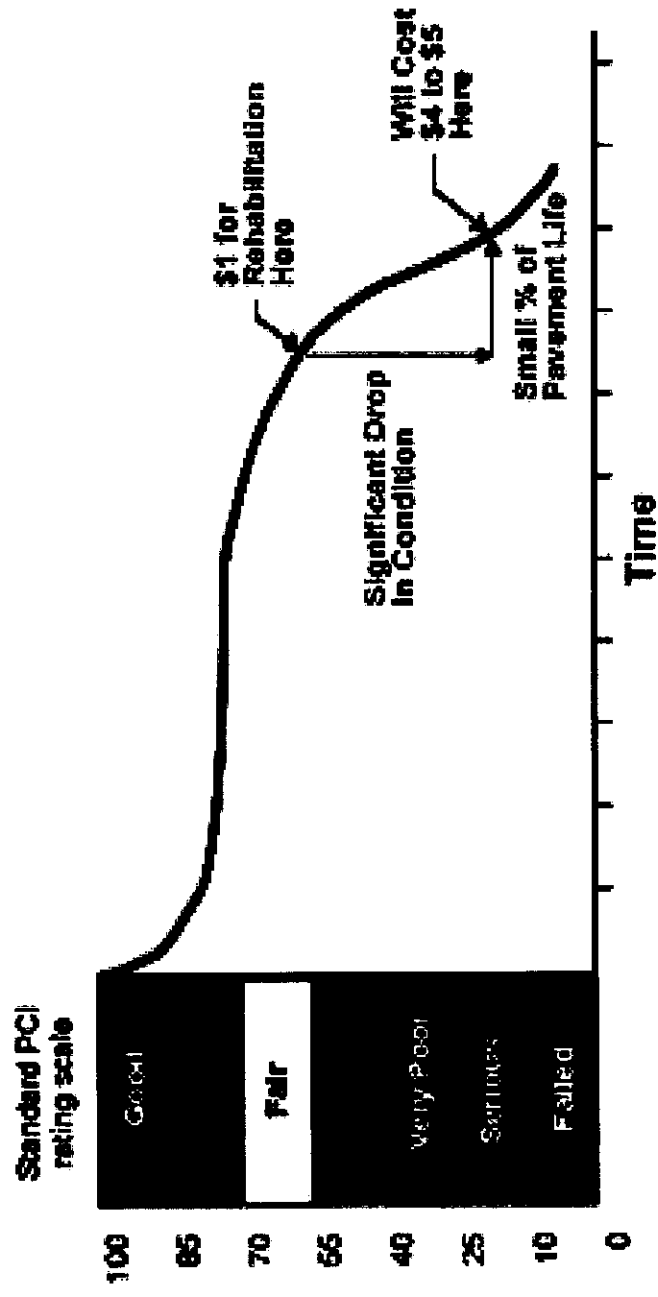


Asset Management System

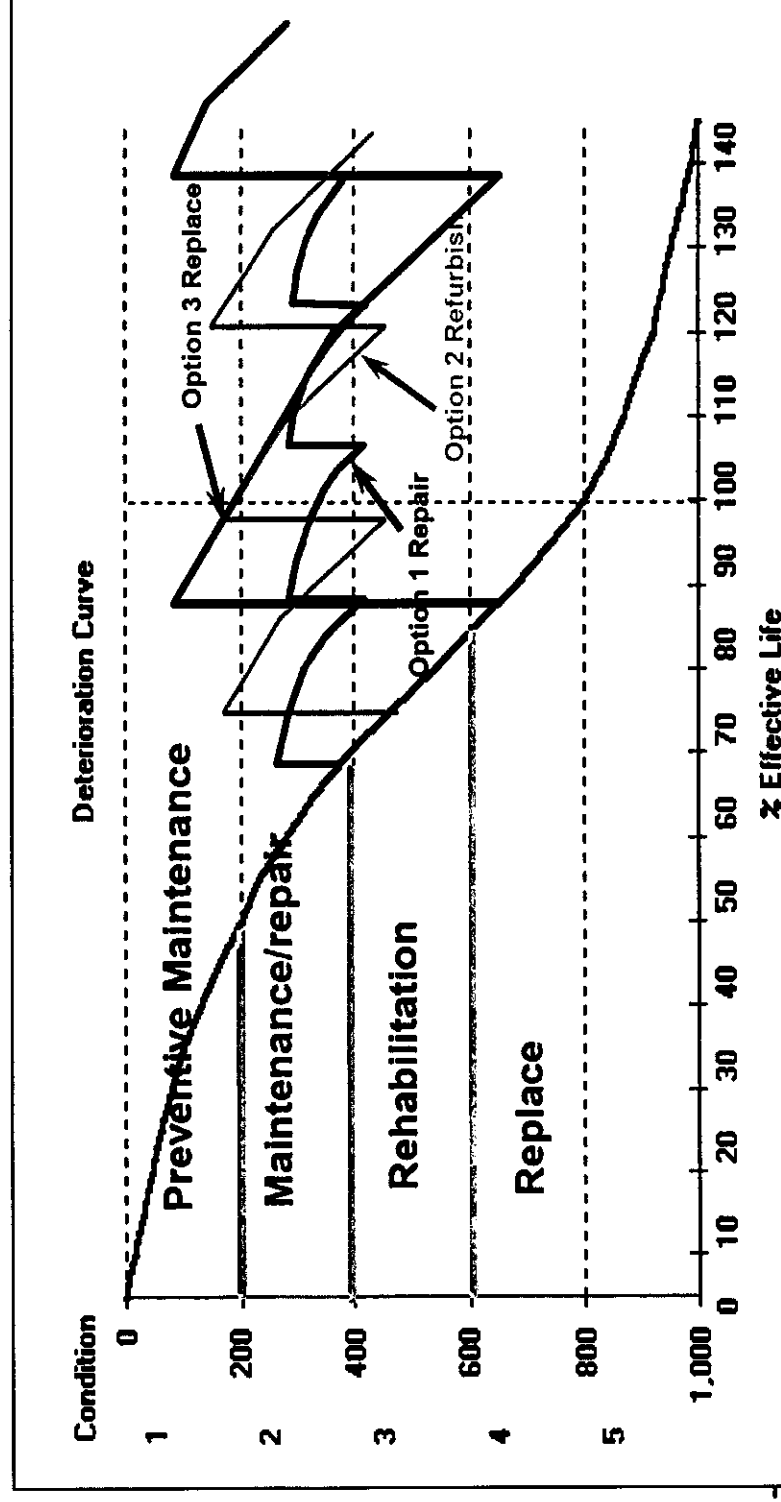


Management System for the County's Assets

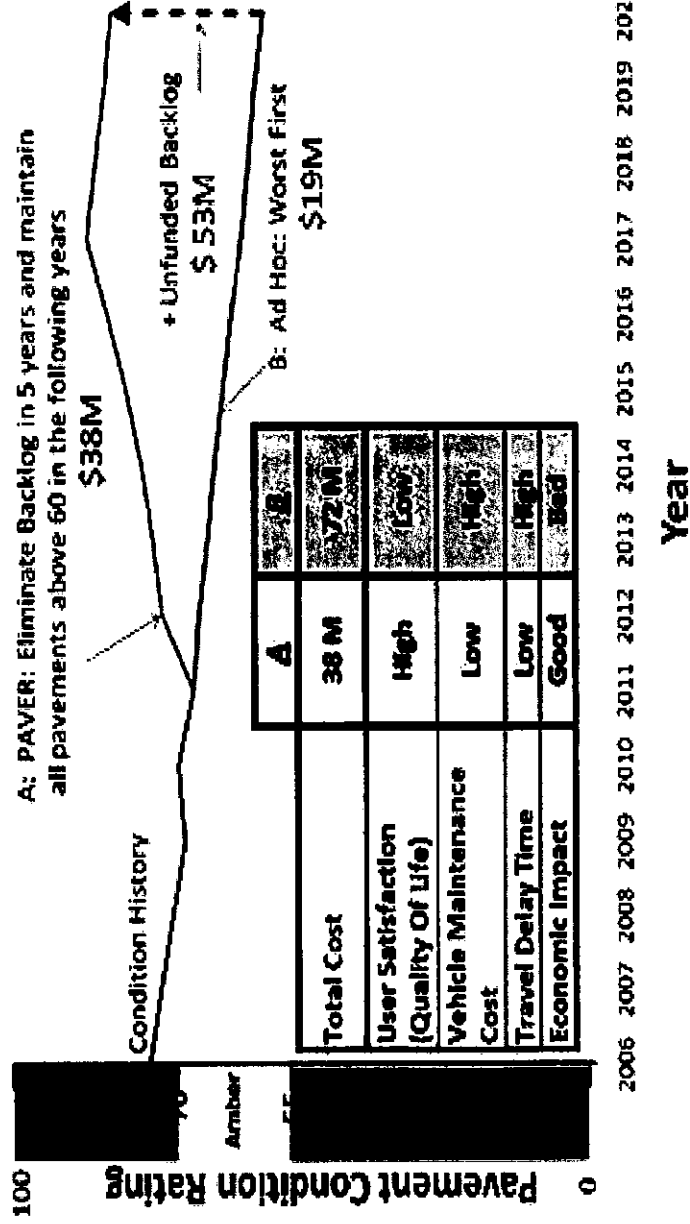
Pavement Deterioration Curve - PAVER



Maintenance and Repair Options and their effect on increasing pavement life

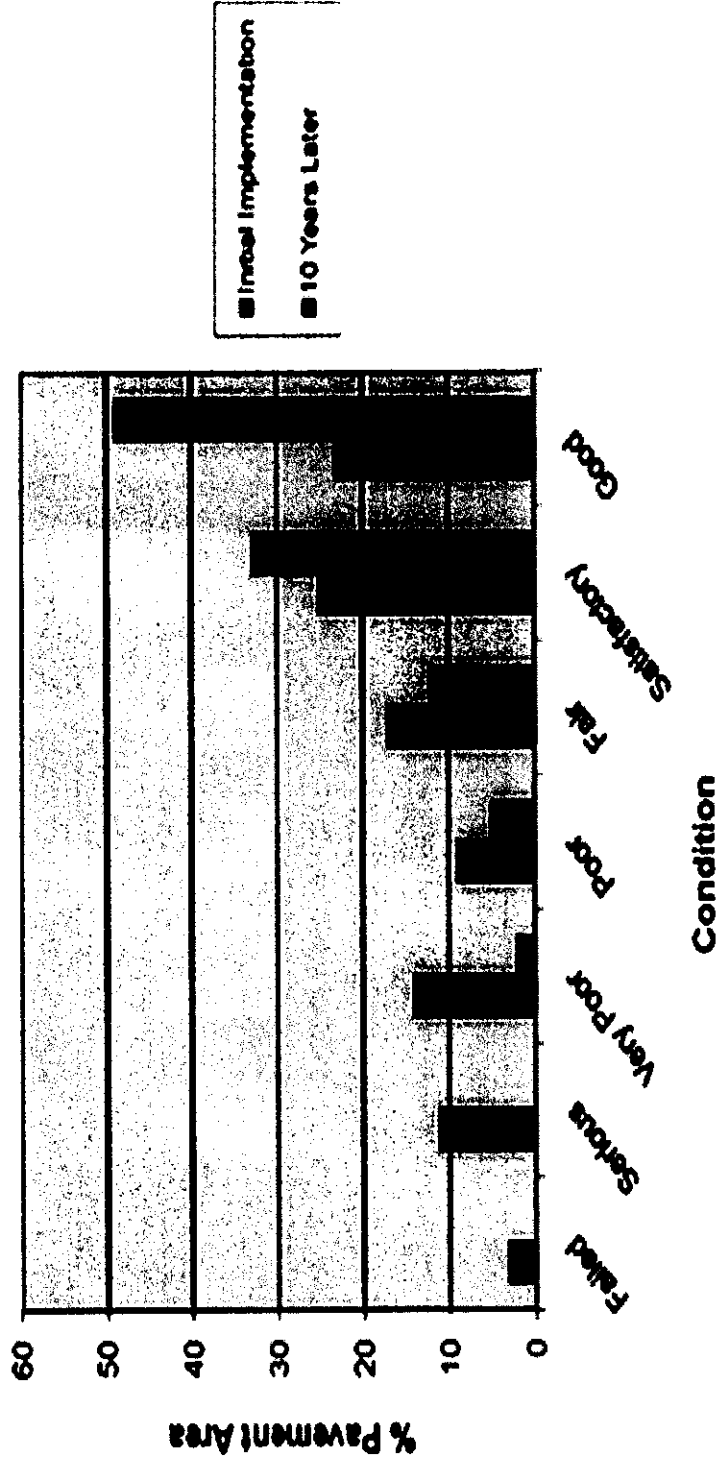


Example of "Worst-First" Pavement Management compared to PAVER use.



Pavement Condition Rating

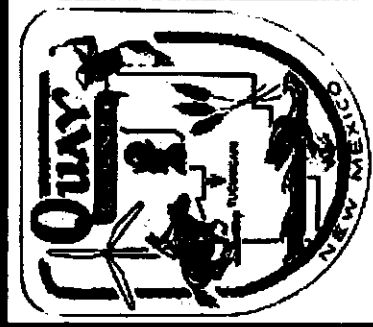
“Present and 10 years in the future”



Thank You



Quay County Comprehensive Plan Update 2018

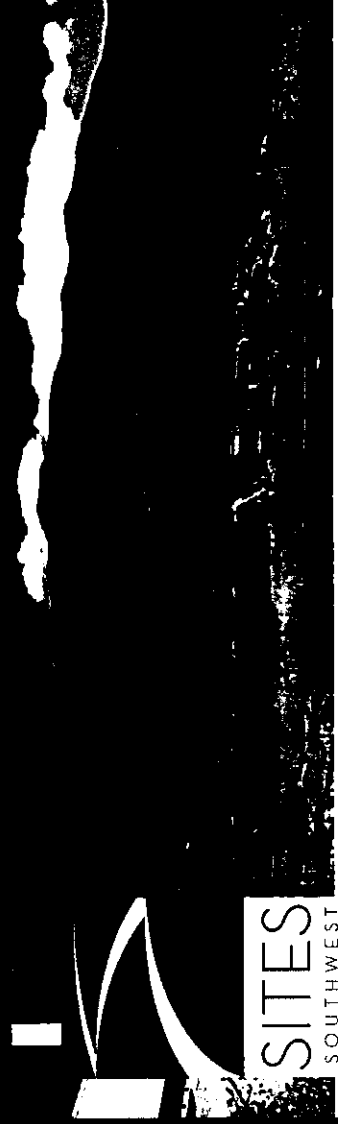


Phyllis Taylor, AICP
Sites Southwest
December 11, 2017

Outline

- Firm Introduction
- What is a Comprehensive Plan?
- Comprehensive Plan Components
- Scope of Work and Schedule
- Questions for Commissioners

Firm Profile



LANDSCAPE ARCHITECTURE

Landscape Architecture is more than making our world a more beautiful place; to us it is the physical connection of an ecosystem to a place, this in turn makes for more resilient places and an inherently better world.

PLANNING

Whether regional scale comprehensive plans or site specific master plans, many of Sites Southwest's land based projects begin with planning. Our goal is to help our client communities create a long term vision, with a set of strategic steps to achieve the vision.

ENVIRONMENTAL

Sites Southwest reaffirms its commitment to environmentally appropriate design using a team of experienced environmental and cultural resource professionals with diverse backgrounds and a shared interest in environmental issues.

URBAN DESIGN

Urban design is the integration of architecture, landscape architecture, and urban planning to create places that delight people, that speak to the history of a place, and enhance our experience of towns and cities.

A Comprehensive Plan is...

- An assessment of where Quay County is today
- A documentation of what County residents want for the future
- An outline of a path to get there

Comprehensive Plan Components

Land Use Transportation Housing	Economic Development Infrastructure Hazard Mitigation Water Implementation
--	--

Scope of Work

- Task 1. Project Kickoff Meeting
- Task 2. Research and Update Existing Conditions
- Task 3. Site Visit and Public Workshop
- Task 4. Draft Comprehensive Plan
- Task 5. Review, Adoption and Final Comprehensive
Plan Document

Schedule

Task	Month					
	1	2	3	4	5	6
1. Project Kickoff	■					
2. Existing Conditions Update		■				
3. Site Visit and Public Workshop			✱			
4. Draft Plan			■	■	■	
5. Final Plan						✱

Review of draft documents

■ Research, analysis, document production

✱ Site Visit/Public Meeting

Questions for you:

- What are the community's values?
- What are the most urgent needs?
- What changes are affecting Quay County?
- How are these changes affecting the things that the community values?
- How will County officials and staff respond to these changes?

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	16
May	14
June	6
July	15
August	7
September	13
October	10
November	12
December	0

Citations

Month Issued	Count
January	27
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June	4
July	21
August	13
September	10
October	10
November	16
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Traffic Stops

Month Occurred	Count
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April	24
May	10
June	25
July	38
August	40
September	25
October	38
November	50
December	0

Seven full time Law Enforcement Deputies.
 1 Sheriff
 1 Under Sheriff
 4 Deputies

Year	Total Mileage
Q-1 16 UNIT -7213	22672
Q-2 16 UNIT -6749	73121
Q-3 10 UNIT -8905	78172
Q-4 10 UNIT -0425	110361
Q-5 07 UNIT -9874	119349
Q-6 14 UNIT -0262	40749
Q-7 13 UNIT -7693	127040

Russell Shafer, Sheriff

November 30, 2017

Quay County Sheriff's Office monthly report.

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Civil Process

Month Received	Count
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July	78
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Prisoner Transports

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May	10
June	11
July	14
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Pricing Sheet

Customer Name: Quay County

** In addition to the Information Services and associated fees in the table below, state, data and additional resource fees ("State/Data Fees") may apply.*

Payment Terms	Payment Method
Net 15	Credit Card

Item Description	Monthly Minimum	Subscription Price Per Driver *	Paid Monthly	Description
Driver Monitor Enterprise	80	\$2.50	\$200.00	Complete solution for enterprises looking to integrate driver risk management in to existing systems and processes. Includes Integration API, Incident Management, and Accident Tracking.
Total Monthly Charges			\$200.00	

Item Description	Price	Description
MVR System On-Boarding	\$299.00	One time prof. services fee for initial on-boarding. Includes system provisioning, user account configuration, and online training. Customer invoiced in the month following on-boarding.

Item Description	Price	Description
MVR Service Fees	\$1.00	Samba MVR service fee charged in addition to data fee for on-demand MVRs, Scheduled MVRs or Annual MVRs defined by Customer's policy; details on fees are included below under the Description of Information Services. Invoiced monthly based on actual usage.
DriverTraining	\$17.95	Price per on-demand Samba DriverTraining class; price is charged when a driver is enrolled in an online DriverTraining class. Customer invoiced monthly based on actual usage.

**The price per driver fee is based upon the commitment by Customer of monitoring the Minimum Number of Drivers set forth above, commencing on the Subscription Start Date throughout the remainder Contract Term*

Subscription Start Date	Initial Term (Months)**
01/01/2018	24

**** Initial Term begins on the Subscription Start Date**

All of the aforementioned fees shall apply to this Agreement from the Subscription Start Date through the duration specified in the Initial Term. After the Initial Term and until the Agreement terminates or expires, the fees shall be at SambaSafety's then-current pricing applicable to its customers without discount.



SAMBASAFETY INFORMATION SERVICES AGREEMENT

(THE "AGREEMENT")

CUSTOMER ACCOUNT INFORMATION

ACCOUNT INFORMATION			
Quay County			
Company Name (must be legal name registered with the state filing office)			
P. O. Box 1246			
Mailing Address			
Tucumcari	NM	88401	
City	State	Zip	
300 S 3rd St			
Billing Address			
Tucumcari	NM	88401	
City	State	Zip	
Richard Primrose	575-403-5945	richard.primrose@quaycounty-nm.gov	
Primary Contact Name	Phone	Email	
Richard Primrose	575-403-5945	richard.primrose@quaycounty-nm.gov	
Billing Contact Name	Phone	Email	
(575) 461-2112	5754616802	richard.primrose@quaycounty-nm.gov	
Business Phone	Business Fax	Business Email	
85-6000238	1912		
Federal Employer ID Number	Years Business Established		
85-6000238	NM		
Date Incorporated	State Incorporated		
051336105	NM	12/31/2018	
Business License Number	State	Expiration	
quaycounty-nm.gov			
Website (URL)			

Description of Information Services:

Samba DriverMonitor provides continuous visibility into employees' driving records. This is accomplished via a complex set of DMV connections and 3rd party data sources, triggering an MVR only when there is new activity to report, thereby providing actionable information to improve drivers' performance and mitigate risks. The following MVR fees may also apply, depending upon Customer's account activity:

- **Baseline MVR:** A baseline MVR is procured within 24 hours of a driver being added to Samba DriverMonitor. The baseline MVR provides the employer a minimum 3-year driving history, before beginning monthly monitoring. This history is critical in determining if the driver has a valid driver's license and if there are risk factors in the driver's recent driving history. *State/Data Fees for Baseline MVRs are billed to the Customer. No additional MVR Service Fee is added to Baseline MVR orders*
- **Activity MVR:** Samba DriverMonitor monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the Customer. *State/Data Fees for Activity MVRs are billed to the Customer. No additional MVR Service Fee is added to Activity MVR orders.*
- **On-Demand MVR:** At any time, the Customer can manually procure an MVR for any driver. This can be done via the DRM dashboard. *State/Data Fees for On-Demand MVRs and an MVR Service Fee specified above is billed to the Customer.*
- **Scheduled Annual MVR:** Annual motor vehicle records can optionally be procured once every 12 months. The Customer can configure the schedule for annual MVR procurement by configuring its annual policy in the DriverMonitor console. Scheduled Annual MVRs are disabled by default. *State/Data Fees for Scheduled Annual MVRs and a MVR Service Fee specified above is billed to the Customer.*
- **Dynamic Baseline MVRs:** In some states where public records are leveraged as activity triggers dynamic baseline MVRs are procured automatically to ensure completeness and accuracy. A dynamic baseline MVR computes the time since the last full MVR was purchased for any reason (baseline, activity, on-demand, scheduled, etc.) and procures a new MVR when the gap exceeds 12 months. *State/Data Fees for Dynamic Baseline MVRs are billed to the Customer. No additional MVR Service Fee is added to Dynamic Baseline MVR orders.*
- **No-Hit MVR:** Some states charge a data fee even if the driver information submitted by SambaSafety on behalf of the Customer returns no results. This can happen when the Customer submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. Samba DriverMonitor enforces certain checks to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize no-hit charges.
- **Enrollment Fees:** Some states, such as California, charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the Customer as-is with no additional service fees.
- **State/Data Fees Pricing:** The latest pricing info for SambaSafety State/Data Fees are maintained online and can be found using the following URL: <https://www.sambasafety.com/resources/state-data-fee-schedules/>.

Term, Price and Payment:

- **Contract Term:** "Contract Term" shall mean the period for which this Agreement is operative, which commences on the Effective Date and continues through the Initial Term and, if applicable, any Extension Term(s), subject to early termination of any of the foregoing in accordance with the terms and conditions of this Agreement. Upon early termination of this Agreement, a Discontinuance Fee may apply. At the end of the Initial Term (and any Extension Term(s)), this Agreement shall automatically be extended for automatic and successive additional one-year terms (each, an "Extension Term") unless either party gives written notice to the other not fewer than ninety days prior to the expiration of the then-current term.
- **Subscription and Service Fees:** Customer will pay SambaSafety all of the fees in accordance with this Agreement. All payments of fees shall be made in U.S. dollars.
- **Minimum Monthly Fee:** Commencing on the Subscription Start Date and through the remainder of the Contract Term, Customer agrees to minimally pay SambaSafety an amount equal to the Minimum Number of Drivers (as set forth in the Pricing Sheet above) multiplied by the Monthly Price per Driver set forth above ("Monthly Minimum").
- **Subscription Start Date and Customer Onboarding:** Customer agrees to provide a completed Driver Upload Template and other required State Forms (Exhibit B) to SambaSafety within 15 business days prior to the Subscription Start Date specified above. If drivers are located in California or Pennsylvania, Customer must provide SambaSafety with the Driver Upload Template and additional required State Forms within six (6) weeks prior to the Subscription Start Date.
- **Payment Terms:** Commencing on the Subscription Start Date or the actual date on which any of Customer's drivers are uploaded into the SambaSafety System, whichever occurs first, SambaSafety will invoice Customer on a monthly basis for the greater of (a) the Monthly Minimum Fee plus all other Information Service fees applicable for the preceding month, or (b) for all Subscription Fees incurred by Customer during the preceding month plus all other Information Service fees applicable for the preceding month. All invoices are due and payable by Customer within the Net Payment Terms timeframe indicated on page 1 of this Agreement. Customer agrees to facilitate automatic payments to SambaSafety by setting up either (a) Automated Clearing House (ACH) payments, or (b) automatic monthly credit card payments. Customer shall allow SambaSafety to initiate a monthly draft for either payment method, and complete all necessary forms to facilitate such automatic payments, which shall be drawn within the Net Payment Terms timeframe indicated on page 1 of this Agreement. All fees are non-refundable. Any invoices which are not paid in full on the first of the month following the invoice due date shall accrue interest at the lesser of one and one-half percent (1 ½%) per



month or the maximum amount permitted by law. If an account is suspended for non-payment, a \$100 reinstatement fee may be added to the following invoice as a condition for account reactivation. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety, entitles SambaSafety to immediately discontinue Customer's access to the SambaSafety System and any Information Services. A twenty-five dollar (\$25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.

- **Taxes:** In addition to any fees owing, Customer must pay or reimburse SambaSafety for all sales, use, transfer, privilege, excise or other taxes and duties, whether national, state, or local, however designated, which are levied or imposed by reason of this Agreement or any services provided hereunder; excluding, however, income taxes on profits which may be levied against SambaSafety.
- **Inactive Accounts:** If following the Contract Term, Customer's account includes amounts owing to Customer, Customer shall request a refund of the balance within 5 months of the termination or expiration of this Agreement. If such refund is not requested, SambaSafety may charge a communication maintenance fee of the lesser of \$15 per month, or the maximum amount permitted by applicable law. Such communication maintenance fee, if applied, will be charged to Customer's account on the first day of each month until the Customer's account balance is \$0.00.
- **Discontinuance Fee:** The parties have mutually agreed upon the fees for the Subscription Services to be provided hereunder based upon certain assumed volumes of processing activity, and the Contract Term. Customer acknowledges and agrees that, without the certainty of revenue promised by the commitments set forth in this Agreement, SambaSafety would have been unwilling to provide the Subscription Services at the fees set forth in this Agreement. Because of the difficulty in ascertaining SambaSafety's actual damages for a termination or other breach of this Agreement by Customer with respect to an earlier termination or Customer's failure to achieve the Minimum Number of Drivers throughout the entirety of the Contract Term, Customer agrees that prior to any termination taking effect and in addition to all other amounts then due and owing to SambaSafety, Customer will pay to SambaSafety (as a contract discontinuance fee and not as a penalty) an amount equal to the balance of the fees that would have been due under this Agreement had there been no termination, but in no event less than the fifty percent (50%) of the Monthly Minimum multiplied by the number of months remaining in the remaining Contract Term ("Discontinuance Fee"). Customer acknowledges and agrees that the Discontinuance Fee is a reasonable estimation of the actual damages that SambaSafety would suffer if SambaSafety were to fail to receive the amount of processing business contemplated by this Agreement. Customer shall not be required to pay the Discontinuance Fee if SambaSafety terminates this Agreement other than as a result of Customer's breach of its obligations hereunder or if Customer terminates this Agreement for a material, uncured breach by SambaSafety of one of its material obligations under this Agreement.

Additional Terms

- **Additional Legal Terms:** The parties expressly incorporate by reference and intend this Agreement to include the additional legal terms and conditions set forth at [<https://www.sambasafety.com/MSA/>] (the "Applicable Terms and Conditions").

Accepted by: By executing below, Customer acknowledges and agrees to the terms and conditions set forth herein (the "Commercial Terms") and the Applicable Terms and Conditions. The signatory for Customer acknowledges to have read the Applicable Terms and Conditions. Any reference to the "Agreement" shall refer to these Commercial Terms, together with the Applicable Terms and Conditions.

By initialing, I acknowledge that I have read and agree to the Applicable Terms and Conditions RP

This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. If this Agreement is signed by SambaSafety, but not countersigned by the Customer within ninety days after the date of SambaSafety's signature, this Agreement shall be deemed not to have been signed by SambaSafety and shall have no effect. The later date on which either party signs shall be deemed the "Effective Date" of this Agreement.

CUSTOMER	SAFETY HOLDINGS, INC. ("SambaSafety")
Declassified by: <small>Signature</small> <hr/> Richard Primrose <small>Name</small> <hr/> County Manager <small>Title</small> <hr/> 12/12/2017 <small>Date</small>	Declassified by: <small>Signature</small> <hr/> Mark Burge <small>Name</small> <hr/> VP Sales <small>Title</small> <hr/> 12/12/2017 <small>Date</small>

**EXHIBIT A: REQUIRED COMPLIANCE FORMS****USER STATEMENT OF CONFIDENTIALITY****All Users on the account must complete this form.**

As an employee, principal, officer, temporary employee or subcontractor of Customer you may have access to official government motor vehicle and/or driver record information contained in SambaSafety information reports ("Records"). The Confidentiality of the information contained within these Records shall be maintained at all times. Information contained in records shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, Customer, and any involved third party. The State providing Records shall not be in any way responsible for defense of any such action.

Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys' fees, and costs. Other civil and criminal laws may also apply.

USER	
DocuSigned by: <i>Richard Primrose</i>	
<i>12/12/2017</i>	12/12/2017
Signature	Date
Richard Primrose	County Manager
Name	Title



EXHIBIT A: REQUIRED COMPLIANCE FORMS

SAMBASAFETY PERMISSIBLE PURPOSE DISCLOSURE

Permissible Purpose. Upon the terms, and subject to the conditions set forth in the Applicable Terms and Conditions, Safety Holdings, Inc. ("SambaSafety") grants to Customer for the license period, a limited, nonexclusive, nontransferable, and revocable license to access the SambaSafety system only for the following purposes (**check all that apply**):

YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	CDL Employer: For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under state or federal law.
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Employment Signed Release: For use by a business, its agents, employees, or contractors for employment purposes, if the requester obtains the written consent of the individual to whom the information pertains.
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Insurance Claims: For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, or antifraud activities.
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Insurance Underwriting: For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with rating or underwriting activities.
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	Government: For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

Customer certifies that:

- Customer shall use Information Services for the sole and exclusive purpose(s) Customer has selected above and for no other purpose; and
- Customer will only use Information Services for its own use and Customer is the end user of the Information Services.

Customer certifies that when requesting Information Services for Employment purposes Customer certifies that it will:

- Prior to requesting a report, provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that Information Services may be obtained for employment purposes;
- Prior to requesting a report, obtain express written consent from the employee or prospective employee prior to obtaining any Information Services which explicitly authorizes the retrieval and use by Customer, its agents or contractors of any Information Services regarding the particular employee or prospective employee in question; each submission of an order is a certification that the disclosure was provided and authorization has been obtained.
- Provide the employee or prospective employee a notice, along with a copy of his or her report and a summary of rights under the FCRA before taking adverse action; and
- After taking adverse action, provide the employee or prospective employee a notice that adverse action has been taken along with a copy of the report and summary of rights under the FCRA.
- Not use Information Services in violation of any employment equal opportunity laws. This includes any laws generally known as "Ban-the-Box". Customer certifies that it will not order a report until allowed under these laws.

Customer acknowledges it is aware and will comply with all of the requirements of the Fair Credit Reporting Act ("FCRA"), and has received from SambaSafety the following documents:

- The Notice to Users of Consumer Reports; Obligations of Users under the FCRA;
- Summary of Your Rights under the Fair Credit Reporting Act; and
- Remedying the Effects of Identity Theft

Customer understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on consumer reports. Customer understands and agrees to comply with adverse action procedures required by the FCRA including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the CRA if consumer wishes to dispute any information in the consumer report or to provide mitigating information to you, providing CRA contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

Customer understands that SambaSafety is not legal counsel and cannot provide legal advice. Customer should work with counsel to develop an employment screening program specific to your needs. It is necessary for Customer to work with counsel to ensure that Customer's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws and your legal responsibilities.

I hereby certify that I am a legally authorized representative of Customer, and I hereby obligate Customer to the terms and conditions listed above:


APPROVAL	
Digitally signed by  Signature	12/12/2017
Richard Primrose	Date
Name	County Manager
Quay County	Title
Company Name	



EXHIBIT B: STATE-MANDATED FORMS

(If Drivers are located in California or Pennsylvania, please contact SambaSafety to complete additional forms)

The following Addenda are hereby merged and integrated into the Agreement between Safety Holdings, Inc. (SambaSafety) and the Customer ("Customer" or the "Undersigned"). Except as specifically provided in these Addenda, all other terms and conditions of the Agreement shall remain in full force and effect, without modification, addition or deletion. In the event of any conflict between these Addenda and the Agreement, these Addenda shall control with respect to the applicable state Records.

GEORGIA ADDENDUM

GEORGIA DEPARTMENT OF DRIVER SERVICES BULK MVR CUSTOMER CERTIFICATE

Customer certifies that for each driving record requested, the information contained therein shall be used solely for one of the following approved purposes: insurance claims investigation, insurance antifraud activities, insurance rating, insurance underwriting, car rental agreements, address verification by a creditor, or as part of a background investigation on an employee or applicant for employment.

In the event that an adverse decision is based upon any information supplied to the Customer by the Department of Driver Services (DDS), then upon request of the driver named in the driving record, the Customer or the producing insurance agent, if applicable, shall inform the driver named in the record of all information pertinent to the decision. This provision is to be construed as requiring the Customer to include specific information included in the driver's record.

All information is requested only for the Customer's exclusive use. The Customer shall not share, sell or otherwise disseminate any information included in the motor vehicle report to any other person or company, except as provided in O.C.G.A. §40-5-2, 18 U.S.C. §2721, *et seq.*, Ga. Admin. Comp. Ch. 375-3-8-.03, any other applicable provision of law, or as provided herein.

Any violation of the rules, laws or agreements applicable to the access provided herein to the Customer shall be considered sufficient grounds for the DDS to refuse to release any additional information on any other driver that the Customer may request. This administrative action by the DDS shall not be deemed to supersede any other sanctions prescribed by law, including, but not limited to, any applicable civil or criminal penalties.

The DDS has the right to inspect and copy all records, files, reports, or any other materials deemed necessary to verify that the Customer has abided by all terms of the certificate unless such access is prohibited by law.

The burden of showing compliance with the provisions of this certificate is at all times on the Customer. Upon reasonable notice by the DDS, the Customer must be able to demonstrate such compliance.

Customers obtaining driving records for any of the aforementioned insurance purposes must have an application for insurance or renewal thereof in order to obtain driving records. Customers obtaining driving records for employment or pre-employment background investigations must obtain the written consent of each licensee whose driving record is requested.

Access granted to this Customer via the Requestor named above, if any, shall cease immediately if the DDS terminates the Requestor's access to driving records for any reason.

Termination, non-renewal, or expiration of the agreement between the Requestor named above and the Georgia Technology Authority terminates the Customer's access to driving records for any reason.

The person signing below has authority to do so on behalf of the applicant named above

I agree to GEORGIA Terms (Initial)	KP
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EXHIBIT B: STATE-MANDATED FORMS

ADDENDA FOR COLORADO & NEW MEXICO

AFFIDAVIT OF INTENDED USE (Colorado & New Mexico)

To obtain record(s), you must declare your intended use of the record(s).

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	By a business that will use the information to verify the accuracy of information submitted by individuals for the purposes of preventing fraud, pursuing legal remedies against or recovering a debt or security interest.
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	In connection with a civil, criminal, administrative, or arbitral proceeding in any court or before a self-regulatory body, including process service, investigation, execution of judgment, or pursuant to a court order.
YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	By an insurer or insurance support agency in connection with claims, investigations, antifraud activities, rating, or underwriting.
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	By an employer/agent or insurer of a Commercial Driver License Holder.
YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	By a legitimate business that has obtained written consent of the person whose record is being requested.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

I agree to COLORADO Terms (Initial) RP

I agree to NEW MEXICO Terms (Initial) RP

I am authorized to bind Company to the terms and conditions in each of the Addenda I have initialed above

APPROVAL	
DocuSigned by: 	12/12/2017
Signature	Date
Richard Primrose	County Manager
Name	Title
Quay County	
Company Name	



EXHIBIT B: STATE-MANDATED FORMS

ADDENDUM FOR WASHINGTON STATE

Attachment E Subscriber Certification of Use

Choose one:

☐ **Insurance Company**

I hereby certify:

1. The insurance carrier shall use abstracts of driver records exclusively for the named individual that has applied for motor vehicle insurance or life insurance and/or has motor vehicle insurance or life insurance in effect covering the named individual.
2. That the insurance carrier or the agent of the insurance carrier designated below as Subscriber:
 - a. Has motor vehicle insurance in effect covering employer or prospective employer; or
 - b. Has motor vehicle insurance in effect covering the named individual; or
 - c. Is the Insurance carrier to which the employer or prospective employer has applied for motor vehicle insurance?
3. That SambaSafety is acting as agent for Subscriber.
4. That abstracts of driver records shall be used exclusively for our insurance underwriting purposes only, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
5. That the information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.

☒ **Employer/Transit authority/Volunteer organization**

I hereby certify:

1. That the Subscriber as designated below is an employer, prospective employer, agent of employer or prospective employer, a volunteer organization, or a transit authority for its vanpool program.
2. That SambaSafety is acting as an Agent for Subscriber.
3. That abstracts of driver records shall be used exclusively for determining:
 - a. Whether the volunteer licensee meets those insurance and risk management requirements necessary to drive a vanpool vehicle; or
 - b. Whether an employee, prospective employee, or volunteer should be employed to operate a vehicle for employment purposes related to driving by an individual as a condition of that individual's employment upon the public highways.
4. That no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party.
5. That the information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.

The Subscriber listed below agrees to, and shall indemnify and hold harmless the state of Washington, Department of Licensing (DOL), the Director of DOL and all DOL employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Certification of Use"; any defects in any of Subscriber's procedures followed or omitted or arising from failure of Subscriber or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by Subscriber or its officers, employees, customers, contractors, or agents.

I affirm that I am a representative authorized to bind Subscriber named below.

APPROVAL	
<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>DocuSigned by:</small> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 80%;"> <small>Signature</small> Richard Primrose </div> <div style="width: 15%;"> <small>Date</small> 12/12/2017 </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <small>Name</small> Richard Primrose </div> <div style="width: 50%;"> <small>Title</small> County Manager </div> </div> <div style="margin-top: 10px;"> <small>Company Name</small> Quay County </div>	



EXHIBIT B: STATE-MANDATED FORMS

NEW HAMPSHIRE MOTOR VEHICLE RECORDS USER CERTIFICATION

I hereby certify:

That COMPANY designated below is an employer or the agent of an employer and is requesting New Hampshire Driver/Vehicle Record Information on an employee or prospective employee because operating a motor vehicle is a condition of employment.

That SambaSafety is acting as Third Party Transaction facilitator for COMPANY. (Please check applicable box)

[] Agent of an Employer

That Driver/Vehicle Record Information obtained by SambaSafety for COMPANY shall be used exclusively for legitimate business, only as long as COMPANY sells or packages the information with additional information for employment purposes to the ultimate and final end user. The end user will be prohibited from reselling, redisplaying, or otherwise redistributing the information to any other party.

[X] Employer

That Driver/Vehicle Record Information obtained by SambaSafety for COMPANY shall be used exclusively for legitimate business. COMPANY will be prohibited from reselling, redisplaying, or otherwise redistributing the information to any other party.

That the information contained in the Driver/Vehicle Record Information obtained from New Hampshire Motor Vehicle Division shall be used in accordance with the requirements and in no way violate the New Hampshire state regulations, Saf-C 5600, and state law, RSA 260:14.

That all Fair Credit Reporting Act (FCRA) and Driver's Privacy Protection Act (DPPA) regulations have been met with regard to the requests submitted by said COMPANY to SambaSafety, including, but not limited to, obtaining a signed release for each Driver Record Information request submitted to SambaSafety.

I affirm that I am a representative authorized to bind the COMPANY named below and I will comply with RSA 260:14 and New Hampshire Code of Administrative Rules Saf-C 5600 and I understand the limitations placed on the use of information received from the New Hampshire Department of Safety. This form is subject to the penalties by RSA 260:14, IX.

"RSA 260:14, IX IX. (a) A person is guilty of a misdemeanor if such person knowingly discloses information from a department record to a person known by such person to be an unauthorized person; knowingly makes a false representation to obtain information from a department record; or knowingly uses such information for any use other than the use authorized by the department. In addition, any professional or business license issued by this state and held by such person may, upon conviction and at the discretion of the court, be revoked permanently or suspended. Each such unauthorized disclosure, unauthorized use or false representation shall be considered a separate offense. (b) A person is guilty of a class B felony if, in the course of business, such person knowingly sells, rents, offers, or exposes for sale motor vehicle records to another person in violation of this section.

Approval	
DocuSigned by: Richard Primrose	
Signature	Date
Richard Primrose	12/12/2017
Name	Title
Quay County	County Manager
Company Name	

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street, N.W., Washington, DC 20552.

Remedying the Effects of Identity Theft

You are receiving this information because you have notified a consumer reporting agency that you believe that you are a victim of identity theft. Identity theft occurs when someone uses your name, Social Security number, date of birth, or other identifying information, without authority, to commit fraud. For example, someone may have committed identity theft by using your personal information to open a credit card account or get a loan in your name. For more information, visit www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W. Washington, DC 20552

The Fair Credit Reporting Act (FCRA) gives you specific rights when you are, or believe that you are, the victim of identity theft. Here is a brief summary of the rights designed to help you recover from identity theft.

- 1. You have the right to ask that nationwide consumer reporting agencies place “fraud alerts” in your file to let potential creditors and others know that you may be a victim of identity theft.** A fraud alert can make it more difficult for someone to get credit in your name because it tells creditors to follow certain procedures to protect you. It also may delay your ability to obtain credit. You may place a fraud alert in your file by calling just one of the three nationwide consumer reporting agencies. As soon as that agency processes your fraud alert, it will notify the other two, which then also must place fraud alerts in your file.

- Equifax: 1-800-525-6285; www.equifax.com
- Experian: 1-888-EXPERIAN (397-3742); www.experian.com
- TransUnion: 1-800-680-7289; www.transunion.com

An initial fraud alert stays in your file for at least 90 days. An extended alert stays in your file for seven years. To place either of these alerts, a consumer reporting agency will require you to provide appropriate proof of your identity, which may include your Social Security number. If you ask for an extended alert, you will have to provide an identity theft report. An identity theft report includes a copy of a report you have filed with a federal, state, or local law enforcement agency, and additional information a consumer reporting agency may require you to submit. For more detailed information about the identity theft report, www.consumerfinance.gov/learnmore.

- 2. You have the right to free copies of the information in your file (your “file disclosure”).** An initial fraud alert entitles you to a copy of all the information in your file at each of the three nationwide agencies, and an extended alert entitles you to two free file disclosures in a 12-month period following the placing of the alert. These additional disclosures may help you detect signs of fraud, for example, whether fraudulent accounts have been opened in your name or whether someone has reported a change in your address. Once a year, you also have the right to a free copy of the information in your file at any consumer reporting agency, if you believe it has inaccurate information due to fraud, such as identity theft. You also have the ability to obtain additional free file

disclosures under other provisions of the FCRA. See www.consumerfinance.gov/learnmore..

3. **You have the right to obtain documents relating to fraudulent transactions made or accounts opened using your personal information.** A creditor or other business must give you copies of applications and other business records relating to transactions and accounts that resulted from the theft of your identity, if you ask for them in writing. A business may ask you for proof of your identity, a police report, and an affidavit before giving you the documents. It also may specify an address for you to send your request. Under certain circumstances, a business can refuse to provide you with these documents. See www.consumerfinance.gov/learnmore.
4. **You have the right to obtain information from a debt collector.** If you ask, a debt collector must provide you with certain information about the debt you believe was incurred in your name by an identity thief – like the name of the creditor and the amount of the debt.
5. **If you believe information in your file results from identity theft, you have the right to ask that a consumer reporting agency block that information from your file.** An identity thief may run up bills in your name and not pay them. Information about the unpaid bills may appear on your consumer report. Should you decide to ask a consumer reporting agency to block the reporting of this information, you must identify the information to block, and provide the consumer reporting agency with proof of your identity and a copy of your identity theft report. The consumer reporting agency can refuse or cancel your request for a block if, for example, you don't provide the necessary documentation, or where the block results from an error or a material misrepresentation of fact made by you. If the agency declines or rescinds the block, it must notify you. Once a debt resulting from identity theft has been blocked, a person or business with notice of the block may not sell, transfer, or place the debt for collection.
6. **You also may prevent businesses from reporting information about you to consumer reporting agencies if you believe the information is a result of identity theft.** To do so, you must send your request to the address specified by the business that reports the information to the consumer reporting agency. The business will expect you to identify what information you do not want reported and to provide an identity theft report.

To learn more about identity theft and how to deal with its consequences, visit www.consumerfinance.gov/learnmore, or write to the Consumer Financial Protection Bureau. You may have additional rights under state law. For more information, contact your local consumer protection agency or your state attorney general.

In addition to the new rights and procedures to help consumers deal with the effects of identity theft, the FCRA has many other important consumer protections. They are described in more detail at www.consumerfinance.gov/learnmore.

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website. www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)

- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations Prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer

report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the

nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in federal regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from

another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA,

including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For Information about your Federal rights contact:

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center PO Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut St., Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area Supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>

**COUNTY OF QUAY
FISCAL YEAR 2017-2018
Resolution No. 18**

***A Resolution for Determination of Reasonable
Notice of Meeting of County Boards
And Date and Time of Regular Meetings***

WHEREAS, Sections 10-15-1 to 10-15-4 of the Open Meetings Act, NMSA 1978 require that all meetings of quorum of members of any county board held for the purpose of formulating public policy, discussing public business, or taking action within the authority of the board are to be open to the public; and

WHEREAS, the Open Meetings Act further requires reasonable notice to the public for said meetings; and

WHEREAS, said Act also provides that the board shall determine at least annually what notice shall be reasonable for the public meetings; and

WHEREAS, the Board of Commissioners for Quay County, New Mexico wishes to fully comply with the provisions of the Open Meetings Act.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Quay County that the following is hereby determined to be reasonable notice for any meeting of the Board for the calendar year 2018 and that notice of the determination and the Regular Meeting dates shall be published once a week for two consecutive weeks in the legal section of a newspaper of general circulation with the County of Quay.

Section 1 – NOTICE REQUIREMENTS

- A. Notice requirements for REGULAR MEETINGS are met:
1. When the above referenced legal notice has been published and a notice of date, time, place and agenda has been posted in a conspicuous place at the Quay County Courthouse, and is available to the public and media at least seventy-two (72) hours prior to the meeting; or
 2. By public announcement of the time and place of such meeting made at the previous regular meeting.
- B. SPECIAL MEETINGS – the chairperson or a majority of the members of the County Commission may call for a Special Meeting to be held on dates other than the Regular Meeting dates. Notice requirements for Special Meetings are met:
1. By posting a notice and agenda for the Special Meeting on the main bulletin board of the Quay County Courthouse at least twenty-four (24) hours prior to the commencement of the Special Meeting; or
 2. By announcement of the Special Meeting during a Regular or Special Meeting held at least twenty-four (24) hours before the commencement of such Special Meeting; and
 3. By providing a written notice of the agenda for the Special Meeting to all local media representatives that have filed a request for notice of public meetings.

C. EMERGENCY MEETINGS – may be scheduled by the chairperson or a majority of the Commission members to deal with unforeseen circumstances, which demand immediate action to protect the health, safety, or property of citizens or the public from substantial financial loss. Notice requirements for an Emergency Meeting are met:

1. Upon the issuance and posting of an agenda in a conspicuous place in the Courthouse three (3) hours prior to the Emergency Meeting unless threat of personal injury or property damage compel less notice. The County Manager will provide telephone/facsimile notice to the news media of emergency meetings as timely as possible given the nature of the emergency.

Section 2 – REGULAR MEETING DATES AND TIME

Unless otherwise specified, regular meetings shall be held at 9:00 a.m. on the second and fourth Monday of each month in the County Commission Chambers of the Quay County Courthouse. The agenda will be available at least seventy-two (72) hours prior to any regular meetings in the offices of the County Manager and County Clerk located in the County Courthouse, 300 South Third Street in Tucumcari, New Mexico.

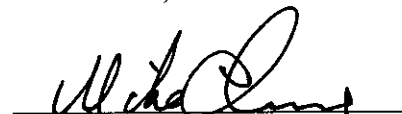
IT IS ALSO RESOLVED, that substantial conformance with any one of the foregoing methods of giving notice shall constitute compliance with this resolution, and that nothing herein shall prevent the use of additional means or methods of giving notice or Regular, Special, or Emergency Meetings and other such notice for any public meeting for which notice has been given and which is recessed. However, in recessing the meeting, the presiding officer shall announce the time and place the meeting shall resume.

PASSED, APPROVED AND ADOPTED, this 11th day of December, 2017.

QUAY COUNTY BOARD OF COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, County Clerk



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 11th scheduled meeting adopted 2017-2018 Resolution No. 18 to establish the following policy regarding public meetings.

1. By FY 2017-2018 Resolution No. 18 to adopt the New Mexico Open Public Meeting Policy requirements.

Regular monthly meetings will be conducted on the Second and Fourth Monday of each month beginning at 9:00 a.m. unless noted below with an asterisk (*), in the Commission Chambers, First Floor, Quay County Courthouse, 300 South Third Street, Tucumcari, New Mexico.

2018 Commission Meeting Dates

Date	Day	Date	Day
January 8	Monday	July 9	Monday
*January 29	Monday	July 23	Monday
February 12	Monday	August 13	Monday
February 26	Monday	August 27	Monday
March 12	Monday	September 10	Monday
March 26	Monday	September 24	Monday
April 9	Monday	October 8	Monday
April 23	Monday	October 22	Monday
May 14	Monday	*November 9	Friday
*May 25	Friday	November 26	Monday
*June 8	Friday	December 10	Monday
*June 29	Friday		

* January 29th meeting is on the 5th Monday due to NMAC Legislative Conference.

* May 25th meeting is on Friday preceding the Memorial Day Holiday.

* June 8th meeting is scheduled on Friday to coincide with Election Results canvassing.

* June 29th meeting is on Friday to not interfere with the NM Association of Counties' Annual Conference.


* November 9th meeting is on Friday to coincide with Election Results canvassing.

The **Quay County Indigent Hospital Claims Board** will be held in conjunction with the Commission scheduled on the Second Regular Meeting of each month.

2. Established by 2017-2018 Resolution #18 that the following is determined to be reasonable notice for any public meeting for the Board of County Commissioners or of any policymaking agency or authority of the Board for the calendar year 2018.

- For **REGULAR MEETINGS AND WORK SESSIONS**-issuance and posting of an agenda three calendar days (72 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **SPECIAL MEETINGS**-issuance and posting of an agenda one calendar day (24 hours) before the meeting. The agenda will be made available to the public and news media, and posted on the main Courthouse Bulletin Board.
- For **EMERGENCY MEETINGS**-issuance and posting an agenda three (3) hours before the meeting. The agenda will be posted on the main Courthouse Bulletin Board and as many of the news media notified as possible given the nature of the emergency.

The agenda for each Commission Meeting will be available in the County Manager's Office and in the County Clerk's Office in conformance with this schedule.


Richard D. Primrose, Quay County Manager



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

2018 HOLIDAY SCHEDULE

DATE OF HOLIDAY	HOLIDAY	DATE OBSERVED
01/01/2018	New Year's Day	Monday, January 1, 2018
01/15/2018	Martin Luther King Day	To be Taken at Christmas
02/19/2018	President's Day	Monday, February 19, 2018
03/30/2018	Good Friday	½ Day Friday, March 30, 2018
05/28/2018	Memorial Day	Monday, May 28, 2018
07/04/2018	Independence Day	Wednesday, July 4, 2018
09/03/2018	Labor Day	Monday, September 3, 2018
10/08/2018	Columbus Day	To be Taken at Thanksgiving
11/11/2018	Veterans Day	Monday, November 12, 2018
11/22/2018	Thanksgiving Day	Thursday, November 22, 2018 Friday, November 23, 2018
12/25/2018	Christmas Day	Monday, December 24, 2018 Tuesday, December 25, 2018
	Personal Holiday	TBD