

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 MAY 14, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance Approval of Minutes-Regular Session April 23, 2018 Approval of Minutes-Special Session April 26, 2018 Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Carmen Runyan, Tucumcari/QC Chamber of Commerce Director
 - Chamber of Commerce Update
- II. C. Renee Hayoz, Presbyterian Medical Services, Administrator
 - Presentation of Monthly RPHCA Reports
- III. Vic Baum, Quay County Assessor
 - Request Approval of Protest Board Members
- IV. Daniel Zamora, Quay County Emergency Management Coordinator
 - Request Approval of Resolution No. 28 2017-2018 Hazard Mitigation Plan
 - Request Approval of the Integrated Public Alert and Warning System MOA
- V. Russell Shafer, Quay County Sheriff
 - Presentation of the Sheriff's Report
- VI. Cheryl Simpson, Quay County Finance Director
 - Request Approval of FY 2017-2018 Resolution No. 29 Declaring Vehicles
 Obsolete
 - Request Approval of FY 2017-2018 Resolution No. 30 EPCOG Participation
 - Request Approval of DWI Rental Agreement



- VII. Larry Moore, Quay County Road Superintendent
 - Road Update
- VIII. Richard Primrose, Quay County Manager
 - Request Approval of Quay Fire Ambulance Donation to Jordan Fire
 - Correspondence
 - IX. Request Approval of Accounts Payable
 - X. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners
 - XI. 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
- XII. Franklin McCasland, Quay County Commission Chairman
 - Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

1:00 P.M. Work Session

FY 2018-2019 Budget

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 14, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th day of May, 2018 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

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

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Vic Baum, Quay County Assessor
Renee Hayoz, Presbyterian Medical Services Administrator
Gail Houser, Tucumcari MainStreet Director
Russell Shafer, Quay County Sheriff
Carmen Runyan, Tucumcari/QC Chamber of Commerce Director
Daniel Zamora, Quay County Emergency Management Coordinator
Cheryl Simpson, Quay County Manager's Office
Thomas Garcia, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Carmen Runyan led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the April 23, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye"

A MOTION was made by Sue Dowell, SECONDED by Franklin McCasland to approve the minutes from the April 26, 2018 special session as presented. MOTION carried with Cherry "abstaining from the vote", Dowell voting "aye" and McCasland voting "aye"

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

PUBLIC COMMENTS: NONE

ONGOING BUSINESS: NONE

NEW BUSINESS:

Carmen Runyan, Tucumcari/QC Chamber of Commerce Director requested that the Board of Commissioners consider her budget request of continuing the \$8,000.00 that has been allocated in the last few years to the Chamber. Runyan stated she looks forward to continuing the working relationship between the Chamber and the County in the future and would appreciate their support. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the budget request of \$8,000.00. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Renee Hayoz, Presbyterian Medical Services Administrator presented the monthly RPHCA Report for April, 2018. A copy of the RPHCA Report is attached to these minutes. Hayoz reported they have had recent resignations that they are advertising to fill.

Vic Baum, Quay County Assessor requested approval of the 2018 Protest Board. Baum made recommendations to appoint Keith Bowen and Tonya Rigdon. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the members of the 2018 Protest Board. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Patsy Gresham, Quay County Treasurer joined the meeting. Time noted 9:15 a.m.

Daniel Zamora, Quay County Emergency Management Coordinator, requested approval of the following items:

- 1. Resolution No. 28; Adoption of the Quay County/City of Tucumcari Hazard Mitigation Plan. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Resolution. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of said Resolution is attached and made a part of these minutes.
- 2. Memorandum of Agreement between Quay County and the Federal Emergency Management Agency Integrated Public Alert and Warning System. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of this Agreement is attached and made a part of these minutes.

Russell Shafer, Quay County Sheriff presented the Activity Report for the month of April. A copy of said Report is attached to these minutes. Shafer asked if weight limit signs need to be installed on the county portion of Quay Road Al. Moore and Primrose stated there are signs already in place. Commissioner Dowell stated the problem with the usage of that road by semi-trucks is by the time they see the weight limit signs and the "state maintained" portion of that roadway ends, it's too late for them to turn around.

Cheryl Simpson, Quay County Finance Director presented the following items for approval:

- 1. Resolution No. 29; Granting Disposition of Obsolete Fixed Assets (1978 GMC, 1985 GMC Fire Truck, 2008 Ford Expedition) A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 29. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.
- Resolution No. 30; Approving Participation in the Programs of the Eastern Plains Council of Governments for the Fiscal Year 2018-2019. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 30. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.
- 3. Rental Agreement between Quay County and the Quay County DWI Program for the property located at 113 E Main, Tucumcari. The amount of rent for this property is \$500.00 monthly. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy of this Agreement is attached to these minutes.

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

- 1. Blade Reports were distributed totaling 66.80 miles. A copy is attached.
- 2. Representatives from the State Transportation Department will be in Quay County sometime this month or next to spot certify 111 miles of roadway.
- 3. The School Bus project on Route 66 is ongoing and continues to be plagued with Roller issues.
- 4. Quay County will be receiving roughly \$300,000.00 in additional funding from LGRF. Chairman McCasland stated the additional funding is the result the Quay County Road Department's outstanding record for completed projects and the workmanship and timeliness of past projects.
- 5. The Road Department has been assisting the Railroad with traffic control at the Cemetery and Golf Course crossings while the track was being replaced. As a result, the Railroad had 1½ truckloads of asphalt leftover that was donated to Quay County.
- 6. Moore and Richard Primrose will be meeting with representatives of the Railroad on May 30th to discuss the need for crossing arms at the Golf Course crossing and Quay Road AI. At this time, it's only a study and no decisions have been made by the Railroad.
- 7. Soil samples from Quay Road AI have been received indicating good compaction for the 6/10ths of a mile to be completed in repair work.
- 8. Soil samples will be gathered and sent to the lab from Quay Road AR prior to that project beginning.

Chairman McCasland asked if the leased roller was still being utilized. Moore said it had been returned back and the county owned roller was in use, but still not working properly.

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

1. At the request of Paula O'Steen, EMS Director for Quay Fire Department #4, approval to transfer the 1988 medical rescue unit from Quay to the Jordan Fire Department. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the request. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Primrose presented the following correspondence:

- 1. Quay County Extension Services will be offering a Quay County Land Access and Mentorship Program on June 7 at 1:30 p.m. at the Extension Office.
- 2. Reminded the Board the next three commission meetings are scheduled on Fridays, per the Notice of Public Meetings approved in January.

Commissioner Dowell asked if Primrose had received any correspondence from Trigg Hospital regarding the billing issues at the Emergency Room. Primrose said the hospital staff is aware of it, however he has not followed up to determine if a resolution has been made.

ACCOUNTS PAYABLE:

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending April 30, 2018. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

Chairman McCasland thanked Larry Moore for his excellent work and for receiving the additional funding for roads in Quay County. McCasland said Moore and the crew at the Road Department deserve a huge thank you.

Chairman McCasland thanked Ellen White, County Clerk for hosting the Local Election Act meeting and hosting over 50 people from across the eastern side of the state. McCasland said the meeting was conducted very professionally and the attendance and information was imperative to those who attended.

Commissioner Cherry said he will be a new member of the NMAC Public Safety Committee and also on the NMAC Workers Comp Board.

Chairman McCasland called for a break. Time noted 9:45 a.m. Return to regular session. Time noted 9:55 a.m.

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

Time noted 10:00 a.m.	
	EXECUTIVE SESSION

Return to regular session. Time noted 10:20 a.m.

A MOTION was made by Mike Cherry, SECONDED by Chairman McCasland stating only Threatened or Pending Litigation was discussed during Executive Session. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

NO ACTION WAS TAKEN FOLLOWING EXECUTIVE SESSION.

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 10:25 a.m.

A work session will be held at 1:00 p.m. for a budget workshop.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland

Sue Dowell

Mike Cherry

ATTEST:

Ellen L. White, County Clerk

RPHCA Program Monthly Level of Operations Form

•	and i room to rain mountain and reasons	Contract		1877
Reporting Site:			onth/Yea	
	Action Plan Item		Actual Moi	nthly Level
Lewell of	Total Number of Primary Care Encounters			454
gerfions -	y Provider Type:			
	Physician Encounters			7
	Midlevel Practitioner Encounters			447
	Dentist Encounters			
	Dental Hygienist Encounters			
	Behavioral Health Encounters			
	All Other Licensed/Certified Provider Encounters			
	By Payment Source:			
	Sliding Fee Encounters - Medical/Behavioral He	ealth		34.2
	Sliding Fee Encounters - Dental			
	Medicaid Encounters - Medical/Behavioral Heal	ith		192
	Medicaid Encounters - Dental			
	County Indigent Encounters			
	Other 3 rd Party Encounters			101
	Medicare Encounters			123
	100% Self Pay (non-discounted/non-3 rd party) Encour	nters		3.8
ીતલાનું જિલ્લો	Total # of unduplicated users			45
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isas Isas	Between Poverty and 200% of Poverty			13
72(4)(2)	Above 200% of Poverty			2
vera on a set	Administrative Staff	1		3.2
Seifing Level	Administrative Stati	Clinical F	TEs	Admin FTEs
	Physicians		.05	0.15
	Certified Nurse Practitioners		2	
	Physician Assistants	4HP3		
	Certified Nurse Midwives			
	Dentists			
	Dental Hygienists			
	Behavioral Health Professionals			
	Community Health Workers	7-1-2-13-13-13-13-13-13-13-13-13-13-13-13-13-		· 数据模型 (11.7%) (1)
	Clinical Support Staff			2.2
	All Other Staff			0.5
Pio Donin's	Please enter the month being reported: Decembe	r		
Admeny Cerco	Total Primary Care Revenues - all sources		81,082	
anemed'	Sliding Fee Revenues – Medical		7,906	
nometion	Sliding Fee Revenues - Dental		0	
	Medicaid Revenues - Medical		30,118	
	Medicaid Revenues - Dental		0	
	County Indigent Fund Revenues			0
	Other 3 rd Party Revenues			8,485
	Medicare Revenues			14,619
	100% Self Pay (non-discounted/non-3rd party) Patient F	Revenues		416
	Contracts/Grants Revenues (including RPHCA)			19,538
	Total Primary Care Expenditures			70,761
	Total Primary Care Charges	*****		95,568
	Sliding Fee Discounts - Medical			12,154
	Sliding Fee Discounts - Medical Sliding Fee Discounts - Dental			0
383	Renee Hayoz	1		5/9/20

FY 2017-2018 QUAY COUNTY RESOLUTION NO. 28

PLAN ADOPTION

WHEREAS, Quay County is vulnerable to natural hazards such as flash floods, wildfire, and drought as well as human-caused hazards that can result in property loss, loss of life, economic hardship, and threats to public health and safety,

WHEREAS, the Quay County and the City of Tucumcari Hazard Mitigation Plan (hereinafter referred to as the "Plan") has been developed by Quay County Emergency Services and the people of the County,

WHEREAS, the Plan recommends mitigation activities that will reduce losses to people and property affected by the natural and human-caused hazards that face the County, and

WHEREAS, a series of public meetings were held to develop and review the Plan,

NOW THEREFORE BE IT RESOLVED by the Quay County Commissioners that:

The Quay County and the City of Tucumcari Hazard Mitigation Plan is hereby adopted as an official plan.

The Quay County Hazard Mitigation Planning Team or its successor is hereby recognized as the official advisory body for hazard mitigation planning and related activities in the County. The Team members and its Chair shall be appointed by the President of the Quay County Commissioners, subject to the approval of the Quay County Commissioners.

The Quay County Hazard Mitigation Planning Team shall meet as often as necessary, but at least quarterly, to ensure all appropriate activities are targeted toward implementing the Plan. The schedule of meetings shall be posted in appropriate places. All meetings of the Hazard Mitigation Planning Team shall be open to the public.

The respective Quay County officials and agencies identified in Section Five of the Plan, Mitigation Action Plan, are hereby directed to implement the recommended activities assigned to them. By August 31st of each year, the respective Quay County officials and agencies shall report to the Hazard Mitigation Planning Team on the progress of their activities.

By September 30th of each year, the Hazard Mitigation Planning Team shall prepare an annual evaluation report to the Quay County Commissioners and the governing board of each of the communities within the County that have adopted the plan and participated in its implementation. The report shall include an assessment of progress made toward meeting the

goals and objectives and implementing specific actions identified in the Plan. The report shall also include targets for the following year including any appropriate revisions to the Plan.

ADOPTED this <u>14th</u> day of <u>MAY</u>, 2018.

ENGLAL SEAR	Franklin M. Carland
St. Comments	Franklin McCasland, Commissioner
	Sue Dowell
	Sue Dowell, Commissioner
	ud On
(sea) NIND	Mike Cherry, Commissioner
Attest:	
Alen Whale	
Ellen White, County Clerk	

Memorandum of Agreement between the Quay County and the



Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Regarding the use of:

Quay County
Interoperable System(s)
and

IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 1.1 24 Apr 2018

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MEMORANDUM OF AGREEMENT

SUPERSEDES: None

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Quay County hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Quay County Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people...establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

• Security Incidents: Technical, administrative and/or help desk staff will <u>immediately</u> notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- Disasters and Other Contingencies: The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- System Interconnections: This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Quay County Official Name: Franklin McCasland Title: Commission Chair	Federal Emergency Management Agency IPAWS OPEN System Owner Name: Mark A. Lucero Title: Chief, IPAWS Engineering
Quay County 300 South Third Street Tucumcari, NM, 88401	(Signature Date) Attn: IPAWS-OPEN System Owner, Suite 506 Federal Emergency Management Agency 500 C Street SW Washington, D.C. 20472-0001
FEMA Authorizing Official or Designee	FEMA CISO or Deputy CISO
(Signature Date)	(Signature Date)

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

IPAWS-OPEN

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

Everbridge

Function:	Everbridge MNS provides critical information to residents during emergencies by sending public alerts for major events for dissemination to WEA/CMAS, EAS, NWEM and Public Feed.
Location:	Burbank, CA; Denver, CO; Amazon West Northern, CA;
Description of data, including sensitivity or classification level:	Data is comprised of emergency public alert messages.

^{*}Add additional tables as needed.

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Daniel Zamora

Title: Emergency Management Coordinator

Business Email Address: daniel.zamora@quaycounty-nm.gov

Primary Phone Number: 575-461-2122

Alternate Phone Number:

Organization: Quay County

Mailing Address: 300 South Third Street, Tucumcari, NM, 88401

Designated Alternate Point of Contact:

Name: Richard Primrose

Title: County Manager

Business Email Address: richard.primrose@quaycounty-nm.gov

Primary Phone Number: 575-403-4788

Alternate Phone Number:

Organization: Quay County

Mailing Address: 300 South Third Street, Tucumcari, NM, 88401

Designated Technical Point of Contact:

Name: Daniel Zamora

Title: Emergency Management Coordinator

Business Email Address: daniel.zamora@quaycounty-nm.gov

Primary Phone Number: 575-461-2122

Alternate Phone Number:

Organization: Quay County

Mailing Address: 300 South Third Street, Tucumcari, NM, 88401

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Adrian R. Gardner	202-646-3006	Adrian.Gardner@fema.dhs.gov	Chief Information Officer, FEMA
Craig Wilson	202-212-1523	Craig.Wilson@fema.dhs.gov	Chief Information Security Officer (Acting)
Mark Lucero	202-646-1386	Mark.Lucero@fema.dhs.gov	System Owner
Gary Ham	703-899-6241	Gary.Ham@associates.fema.dhs.gov	FEMA PMO - IPAWS-OPEN
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.fema.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Quay County Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to
 ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated
 to an approved email account assigned by the user's emergency management organization. The use of
 personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and
 issued to the designated technical representative. All individuals with knowledge of these credentials must
 not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect
 against unauthorized access, passwords linked to the user ID are used to identify and authenticate
 authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated
 password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and include:
 - o At least eight characters in length
 - At least two (02) upper case and two (02) lower case letters
 - At least two (02) numbers and one (01) special character.
- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal
 identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software.
 Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc.
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Quay County Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management
 organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to
 access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties
- I will not attempt to access data, information or applications I am not authorized to access nor bypass
 access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my
 computer workstation or will use a password-protected screensaver whenever I step away from my work
 area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons
 or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

 I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Quay County Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Quay County Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Name (Print):

Frank Mercale Cate

March 31, 2018 Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	87
February	76
March	120
April	109
Мау	
June	
July	
August	
September	
October	
November	
December	

Civil Process

Month Received	Count
January	72
February	63
March	81
April	71
Мау	
June	
July	
August	
September	
October	
November	
December	

Prisoner Transports

Month Reported	Count
January	11
February	15
March	15
April	6
May	
June	
July	
August	
September	
October	
November	
December	

Arrest

Month Arrested	Count
January	19
February	8
March	4
April	12
May	
June	
July	
August	
September	
October	
November	
December	

Citations

Month Issued	Count
January	17
February	8
March	13
April	71
May	
June	
July	
August	
September	
October	
November	
December	

Traffic Stops

Month Occurred	Count
January	63
February	31
March	56
April	109
Мау	
June	
July	
August	
September	
October	
November	
December	

	Year	Total Mileage
Seven full time Law Enforcement Deputies.	Q-1 16 UNIT -7213	29365
1 Sheriff	Q-2 16 UNIT -6749	8943
1 Under Sheriff	Q-3 10 UNIT -8905	86359
4 Deputies	Q-4 10 UNIT -0425	7479
	Q-5 07 UNIT -9874	8812
	Q-6 14 UNIT -0262	52156

QUAY COUNTY

2017-2018 RESOLUTION No. 29

A RESOLUTION GRANTING THE DISPOSITION

OF OBSOLETE FIXED ASSETS

WHEREAS, these three (3) vehicles, currently listed as fixed assets for Quay County, should be determined obsolete and, in the best interest of the County, removed from inventory. The vehicles are as follows:

1978 GMC 1985 GMC Fire Tanker 2008 Ford Expedition

WHEREAS, these vehicles should be submitted for public auction; and

WHEREAS, upon adoption of this resolution, the request will be submitted to the New Mexico State Auditor's Office and the New Mexico Finance & Administration Division for approval;

BE IT HEREBY RESOLVED by the Board of County Commissioners of Quay County that the aforementioned vehicles are obsolete and should be submitted to public auction for disposition.

PASSED AND ADOPTED on this 14th day of May, 2018, by the Quay County Board of Commissioners in an open meeting in Tucumcari, Quay County, New Mexico.

QUAY COUNTY BOARD OF COMMISSIONERS

By: Franklin McCasland, Commissioner

Sue Dowell, Commissioner

Mike Cherry, Commissioner

ATTEST:

Ellen White, County Clerk

2017-2018 RESOLUTION NO. 30 RESOLUTION AND AGREEMENT OF QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS OF THE EASTERN PLAINS COUNCIL OF GOVERNMENTS FOR FISCAL YEAR 2018-2019

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

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

- a. Implement the work program as established by the EPCOG Board of Directors for the 2018-2019 Fiscal Year including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.
 - WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:
- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2018 and ending June 30, 2019.

C.	The MEMBER hereby appoints	Richard Primrose	as their designated representative
	and Mike Cherry	as alternate.	
	7		

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

800 11

Clerk or other Authorized Official

MEMBER GOVERNMENT

ATTESTATION:

Maryllen

EASTERN PLAINS COUNCIL OF GOVERNMENTS

Mary Gray, Executive Assistant

Sandy Chancey, Executive Director

RENTAL AGREEMENT

1. Parties			
The parties to this agreement are	Quay County	, hereinafter called	
"landlord", and Quay County DWI Program	, hereinafte	r called "tenant."	
2. Property Landlord hereby lets the following property to tenant for the term of this agreement: (a) the real property known as: 113 E. Main Street described as: Lot 17, Block 34 of Tucumcari OT Subdivision			
And (b) the following furniture and appliances on said property:			
3. Term This agreement shall run from month-to-month, be the sagreement will automatically renew continger Funds or unless one of the parties hereto notifies the agreement may cancel the agreement by written in later than 30 days prior to the actual cancellation.	nt upon Quay County ro he other of its termina	eceiving DWI Distribution tion. Either party to this	
4. Rent The monthly rental for said property shall be \$ the day of each month.	500.00 , due	e and payable by check by	
5. <u>Utilities</u> Tenant agrees to furnish the following services and collection, (X) trash removal, and (X) water.	or utilities: (X) electr	icity, (X) gas, (X) garbage	
6. <u>Deposits</u> Tenant will pay the following deposits and/or fees: No deposit required			
To This amount will be refunded within three weeks for rent, charges for damages beyond normal wear an deducted.			

In addition, it is agreed:

- 7. Tenant shall not lease, sublease or assign the premises without the prior written consent of the landlord (but this consent shall not be withheld unreasonably).
- 8. Landlord may enter the premises at reasonable times for the purpose of inspection, maintenance or repair, and show the premises to buyers or prospective tenants.

- 9. Tenant agrees to occupy the premises and shall keep the same in good condition, reasonable wear and tear excepted, and shall not make any alterations thereon without the written consent of the landlord.
- 10. Landlord agrees to maintain regularly the building and grounds in a clean, orderly and neat manner. Landlord further agrees upon notice by Tenant to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the premises.
- 11. Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building. Tenant further agrees not to maintain a public nuisance and not conduct business or commercial activities on the premises.
- 12. Tenant shall, upon termination of this agreement, vacated and return dwelling in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Tenant's control.
- 13. In a dispute between Landlord and Tenant which gives rise to any action in court, the losing

party will pay the court costs and reasonable attorney fees of the successful party.			
We, the undersigned, agree to this Rental Agreement on this 14 day of May, 2018:			
Landlord: Quay County Commission			
Franklin Marland	5-14-18		
Franklin McCasland, Chairman	Date		
Sue Dowell	5-14-18		
Sue Dowell, Member	Date		
Mile	5-14-18		
Mike Cherry, Member	Date		
Attested by:			
- Flathine	5-14-18		
Ellen White, County Clerk	Date		
Tenant: Quay County DWI Program			
Andrea Shafer	Date		

DATE/18	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD
4/2/2018		QUAY ROAD M	9600-9900	3.00	
	TONY	QUAY ROAD L	9500-9600	1.00	
4/4/18	TONY	QUAY ROAD 90	1300-1600	3.00	
4/9/18	TONY	QUAY ROAD 90	1600-1800	2.00	
	TONY	QUAY ROAD L	9500-9600	1.00	
4/10/18	TONY	QUAY ROAD K	8500-8800	3.00	
4/11/18	TONY	QUAY ROAD 62	3300-3600	3.00	
	TONY	QUAY ROAD AG	6200-6300	1.00	
	TONY	QUAY ROAD AJ	6200-6300	1.00	
04/16/18	TONY	QUAY ROAD R	8150-8300	1.05	
0	TONY	QUAY ROAD R	8300-8500		
			1010 1100	221	
4/17/18		QUAY ROAD 64.5			
		QUAY ROAD 64.2			
		QUAY ROAD 61	3975-4050		
		QUAY ROAD 64	3600-3700		
		QUAY ROAD 63.8			
		QUAY ROAD 63.5			
		QUAY ROAD AK	6300-6400		
	ARMANDO	QUAY ROAD AK.4	6350-6375	0.22	
118/18	ARMANDO	QUAY ROAD 66.5	4000-4150	1.64	
	ARMANDO	QUAY ROAD AP.5	6700-6750	0.50	
	ARMANDO	QUAY ROAD 65	4225-4440	2.33	
	ARMANDO	QUAY ROAD 64.5	4225-4300	0.70	
	LOUIS	RT 66	0050-0500	4.50	
4/23/18	TONY	QUAY ROAD 80.4	1400-1750	3.50	
4/24/18	TONY	QUAY ROAD 78	2500-2700	2.00	
	TONY	QUAY ROAD Y	7750-7800	0.50	
	TONY	QUAY ROAD Y	7650-7700	0.50	
	TONY	QUAY ROAD 82.4	1550-1700	1.50	
	TONY	QUAY ROAD W	7750-7800	0.50	
	LOUIS	RT 66	0900-1100	2.00	
	LOUIS	QUAY ROAD M	5700-5900	2.00	
	LOUIS	QUAY ROAD M	6000-6225	2.25	
4/25/18	TONY	QUAY ROAD R	8500-8700	2.00	
	LOUIS	QUAY ROAD Q	5900-6000	1.00	
	LOUIS	QUAY ROAD 60	1670-1800	1.30	
	LOUIS	QUAY ROAD 64	1700-1900	2.00	
	LOUIS	QUAY ROAD 65	1600-1800	2.00	
	ARMANDO	QUAY ROAD 62	3000-3300	3.00	
4/26/18	LOUIS	QUAY ROAD M	5900-5950	0.50	
20, 10	LOUIS	QUAY ROAD O	6400-6600	2.00	
	LOUIS	QUAY ROAD 64	1900-2100	2.00	
				_	

TOTAL 66.80