

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 FEBRUARY 28, 2022

9:00 A.M. Call Meeting to Order

Pledge of Allegiance Approval of Minutes-Regular Session January 24, 2022 Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Vickie Gutierrez, Hospital Administrator, Dr. Dan C. Trigg Memorial Hospital
 - Request Approval of 3rd and 4th Quarter Mill Levy and GRT Payment
 - Dr. Dan C. Trigg Memorial Hospital Update
- II. Karen Alarcon, Rawhide Days
 - Request Approval of Rawhide Days Fairgrounds Agreement Amendment
- III. Jason Lamb, QC Extension Office
 - Presentation of QC Extension Office Quarterly Report
- IV. Erinn Burch, United Way of Eastern New Mexico
 - Request Approval of 2-1-1 Month Proclamation
- V. Janie Hoffman, Quay County Assessor
 - NMC Board Meeting Report
 - Request Approval of Quay County Protest Board Members
- VI. Andrea Shafer, DWI Coordinator
 - Request Approval of FY2021-2022 Resolution No. 24 Authorizing Quay
 County to Submit an Application to the Department of Finance and
 Administration, Local Government Division to Participate in the Local DWI
 Grant and Distribution Program for FY23 Funding to include:
 - Statement of Assurances
 - Memorandum of Understanding
 - FY23 Funding Application Cover Sheet



VII. Lucas Bugg, Quay County Fire Marshall

- Request Approval for Fire Departments PERA Applications
 - o Fire District 1
 - o Bard-Endee Fire
 - o Forrest Fire
 - o Porter Fire

VIII. Larry Moore, Quay County Road Superintendent

Road Update

IX. Daniel Zamora, Quay County Manager

- Request Approval to Reschedule March 28, 2022 Commission Meeting
- Request Approval of Tucumcari Economic Development Board Appointment
- Request Approval of Sidwell Professional Services Agreement
- Correspondence

X. Indigent Claims Board

- Call Meeting to Order
- Request Approval of Indigent Minutes for January 24, 2022 Meeting
- Request Approval of Indigent Claims Correction for January 24, 2022 Meeting
- Request Approval of Claims Prepared by Sheryl Chambers
- Adjourn

XI. Request Approval of Accounts Payable

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

XIII. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

XIV. 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

February 28, 2022 9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 28^h day February, 2022 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 Jerri Rush, Member Robert Lopez, Member Ellen L. White, County Clerk Daniel Zamora, County Manager

OTHERS PRESENT:

Dana Paul Leonard, Quay County GIS
Lucas Bugg, Quay County Fire Marshall
Larry Moore, Quay County Road Superintendent
Paul Lucero, Quay County Emergency Manager
Janie Hoffman, Quay County Assessor
Andrea Shafer, Quay County DWI Coordinator
Richard Primrose, Quay County Consultant
Vickie Gutierrez, Trigg Memorial Hospital Administrator
Karen Alarcon, Rawhide Days
Bobby Hockaday, Quay County Resident
Connie Loveland, MainStreet Director
Jason Lamb, NMSU Extension Agent
Erinn Burch, United Way of Eastern New Mexico
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Lucas Bugg led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the January 24, 2022 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to move Item No. 5, Janie Hoffman, to the beginning of the Agenda and approve the remainder of the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments:

Quay County Clerk, Ellen White, presented new legislative district maps following the census and redistricting process. She stated, no boundary changes that affected Quay County or its municipalities.

White also reminded everyone of the March 8, Primary Election Filing Day.

NEW BUSINESS:

Janie Hoffman, Quay County Assessor gave a report of the NMC Board Meeting. Hoffman stated the Annual Conference to be held in June will not provide for a hybrid setting of attendance. It will be in person only.

Hoffman requested approval of the 2022 Protest Board Members. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the membership. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". The members are as follows:

- Keith Bowen, Member
- Tonya Rigdon, Member
- Regina Duplantis, Alternate
- Vic Baum, Alternate

Vickie Gutierrez, Trigg Memorial Hospital Administrator, requested approval of the 1st and 2nd quarter GRT payments of \$250,000.00, each.

Chairman McCasland requested Gutierrez present the 2021 Year-end Report ahead of approval of the payments.

Gutierrez reported she would begin attending the Commission Meetings on a quarterly basis to better inform the public of the ongoings of the hospital. Gutierrez said the public meetings are a great avenue for quarterly presentations to become public knowledge. Chairman McCasland agreed, stating it's imperative the Commission be able to speak to constituents about the hospital with the accurate information these reports can provide.

Gutierrez provided the 2021 Year-end Report. A copy of said Report is attached to these minutes. Chairman McCasland entertained a MOTION to approve the 1st Quarter distribution of GRT funds and wait to approve the 2nd Quarter funding, when Gutierrez returns with the 2nd Quarter Report. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the 1st Quarter distribution of GRT funds in the amount of \$250,000.00. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Karen Alarcon, coordinator of the annual Rawhide Days event, requested approval of the Amended Agreement for use of the Quay County Fairgrounds, to include Sunday, May 1, 2022, and also requested sponsorship of the event. Chairman McCasland reported a line item was included in the 2021-2022 annual budget for sponsorship had already approved. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Amended Agreement. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

Jason Lamb, NMSU, Quay County Extension Agent presented the Quarterly Report for the time period of July, 2021 through December 2021. A copy of said Report is attached and made a part of these minutes.

Erinn Burch, United Way of Eastern New Mexico requested approval of 2-1-1 Month Proclamation, explaining the importance dialing 211 to receive valuable information and direction to community services in a time of need. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve said Proclamation. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached.

Andrea Shafer, Quay County DWI Coordinator, requested approval of Resolution No. 24; Authorizing Quay County to Submit an Application to the Department of Finance Administration, Local Government Division to Participate in the Local DWI Grant and Distribution Program for FY23 Funding to include the following documents:

- Statement of Assurances
- Memorandum of Understating
- FY 23 Funding Application Cover Sheet

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve Resolution NO. 24, along with the supporting documents. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Copies are attached.

Lucas Bugg, Quay County Fire Marshall, requested approval of the following PERA Applications for the following Fire Departments:

- Fire District 1
- Bard-Endee Fire
- Porter Fire

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the above PERA Applications. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Additionally, Bugg presented the PERA Application for Forrest Fire Department for approval. A MOTION was made by Robert Lopez, SECONDED by Chairman McCasland to approve the PERA Applications for Forrest Fire. MOTION carried with Lopez voting "aye", McCasland voting "aye" and Rush abstaining due to her membership on that Fire Department. Copies of all Applications are attached to these minutes.

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

- 1. Blade and Cattle Guard Reports attached.
- 2. Intersection improvements for US Hwy 54 and Quay Road AI are set to begin in September, 2022.
- 3. Drawdowns for the CAP, COOP and School Bus Routes have been submitted totaling \$503,666.00.
- 4. At the RPO meeting held last week, Jeff Vigil (State Bridge Inspector) announced New Mexico will receive one hundred million dollars in additional funding that could be used for bridges and road projects. The bridge projects in Quay County are ranked at the top of the list. Moore is hopeful Quay County could see additional funding.
- 5. Cleanout of cattle guards has been complete and work has started on Quay Road F.
- 6. The call for 2022-23 projects will be forthcoming.

Chairman McCasland said he received high praise for the work completed on the Collins road.

Moore reported there are numerous roads in dire need of blading, but without moisture, it's impossible.

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

- 1. Requested approval to move the regularly scheduled meeting of the Board of Commissioners from March 28, 2022 to Thursday, March 31, 2022, due to the County Clerk and Chief Deputies required training for the 2022 Primary Election. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the change in dates. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".
- 2. Chairman McCasland requested the Board appoint a replacement for him to the Tucumcari Economic Development Board. McCasland said, as his term is coming to an end, someone else needs to serve in that capacity to become aware of the business of the Tucumcari EDC. A MOTION was made by Jerri Rush, SECONDED by Chairman McCasland to appoint Robert Lopez as the voting member, with

- McCasland as the alternate. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".
- 3. Requested approval of the Professional Services Agreement between The Sidwell Company and Quay County to provide Workflow Training and Data Enhancements to the parcel mapping software. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Warren Frost, Quay County Legal Counsel joined the meeting. Time noted 9:50 a.m.

Items of correspondence from County Manager:

- Monthly Gross Receipts Tax Report.
- Reported his attendance at a meeting in Clovis to discuss a Regional Mental Health Feasibility Study for a facility in our area.

Chairman McCasland called the Indigent Claims Board to order. Time noted 10:00 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 10:05 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending February 10th and February 23rd, 2022. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

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

NONE

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)2; Discussion of Limited Personnel Matter
- Section 10-15-1(H)7; Discussion of Threatened or Pending Litigation
- Section 10-15-1(H)8 Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

THE MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Time noted 10:15 a.m.

---Executive Session---

Return to regular session. Time noted 11:05 a.m.

Chairman McCasland reported No Action from Executive Session.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Robert Lopez to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:10 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

C

Franklin McCasland

Robert Lopez

Jerri Rush

ATTEST:

Ellen L. White, County Clerk



QUAY COUNTY ASSESSOR

P.O. BOX 1227 Tucumcari, NM 88401 Phone: (575)-461-1760 Fax: (575-461-8465

janie.hoffman@quaycounty-nm.gov

February 28, 2022

APPOINTING & ACKNOWLEDGING MEMBERS OF THE COUNTY PROTEST BOARD

WHEREAS, theQuay	County Board o	of
Commissioners met according to notice	e of meeting duly published at the	
Quay	County Building located at	
300 South Third_		on
February 28, 2022	at	
9:00	_a.m. and,	

WHEREAS, pursuant to NMSA 1978, Section 7-38-21 property owners have the right to protest the value or classification determined for their property for property taxation purposes, and;

WHEREAS, NMSA 1978, Section 7-38-25 provides in pertinent part that there shall be a county protest board in each county, to hear and decide protest of determinations made by county assessors & protested under Section 7-37-24 NMSA 1978, consisting of three voting members & three alternatives who shall not hold any elective public office during the term of their appointment nor shall any such member of alternate be employed by the state, a political subdivision or a school district during the term of his appointment, and;

WHEREAS, NMSA 1978, Section 7-38-25 further provides that "one member and one alternate shall be a qualified elector of the county and shall be appointed by the board of county commissioners for the term of two years; one member and one alternate shall be a qualified elector of the county, shall have demonstrated experience in the field of valuation of property and shall be appointed by the board of county commissioners for a term of two years; and one member and one alternate shall be a property appraisal officer employed by the department, assigned by the director and shall be the chairman of the board."

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners appoints the following members and their alternates pursuant to NMSA 1978, Section 7-38-25.



QUAY COUNTY ASSESSOR

P.O. BOX 1227

Tucumcari, NM 88401 Phone: (575)-461-1760 Fax: (575-461-8465

janie.hoffman@quaycounty-nm.gov

February 28, 2022

Qualified Elector of	_Quay	County:
Keith Bowen	Term Expiring On: 01/02/024	
Regina Duplantis	Term Expiring On: <u>01/02/2024</u>	
Qualified Elector ofQuay experience in the field of valuation of	f property:	County with
Tonya Rigdon Member	_Term Expiring On: <u>01/02/2024</u>	
Vic Baum Alternate	_Term Expiring On: <u>01/02/2024</u> _	
APPROVED, ADOPTED, AND PASSE	D on this <u>28</u> day of <u>Feb</u>	, 2022
Branklin WFCaslane		
Franklin McCasland/Commissioner Jerri Rush/Commissioner	Chair Member	
Robert Lopez/Commissioner	 Member	
	Welliser	



Dr. Dan C. Trigg Memorial Hospital

Report to Quay County Commission February 2022

2021 Year-end statistics

- COVID-19 vaccine doses given: 2,261
- Infusion clinic performed 473 infusions; 250 of those were COVID-19 infusions of either monoclonal antibodies or Remdesivir.
- Emergency Department visits were 4,752 versus 4,011 in 2020.
- ED transfers to higher level of care facility: 583 or 12% of ED visits
- Admissions to inpatient, swing bed or respite care: 113
- Flu vaccines provided: 680 doses

Charity Care

DCT provided \$1,149,000 in charity care during 2021 – up from \$865,000 in 2020.

General Updates

- Joyce Feerer, NP, started at Logan Medical Clinic January 24, 2022.
- New signage across facility for emergency department change, hospital main entrance, Home Health & Hospice and Physical Therapy departments (see attached pictures).
- Emergency department does not perform asymptomatic COVID-19 tests have multiple individuals come to ED requesting a test for return to work, travel, etc. Whether a test is performed or not is dependent upon symptoms and provider order.

AGREEMENT FOR USE OF THE OUAY COUNTY FAIRGROUNDS AMENDMENT

THIS AGREEMENT entered into on the <u>28th</u> day of <u>February</u>, 2022 by and between County of Quay (hereinafter "County"), and Rawhide Days, LLC (hereinafter "Lessee");

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

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

WHEREAS, Quay County agrees to waive all rental fees for the annual use of Quay County Fairgrounds for the 2022 Rawhide Days;

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

DEPOSIT

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

PERIOD OF PERFORMANCE

2.0 The period of performance for this agreement shall be from April 29-30 & May 1, 2022.

ASSIGNMENT OF CLAIMS

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

LIABILITY INSURANCE

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

SUPERVISION BY LESSEE

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

CONSUMPTION OF ALCOHOL PROHIBITED

- 6.0 The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found of which the Lessee had knowledge and fails to take appropriate action, the Lessee shall be held responsible and the deposit shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of the fairground facilities and may be subject to prosecution according to the law.
- 6.1 Alcoholic beverages may be sold on the premises if the proper picnic license is obtained and the lessee demonstrates to the County that the venue serving alcohol is properly staffed with security personnel. Lessee shall require any liquor licensee selling or providing alcoholic beverages to provide liquor liability insurance in a minimum amount of 1,000,000.00 naming the County and lessee as additional insureds.

HOUSEHOLD ANIMALS

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

PREVENTING OBSTRUCTION

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

SIGNAGE

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

SMOKE FREE FACILITIES

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

USE OF NAILS, ETC.

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

NO FLAMMABLE MATERIALS

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

VENDOR LICENSES

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

ADDITIONAL SAND, DIRT, SAWDUST

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

PERSONAL LIABILITY

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

AS-IS CONDITIONS

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

ASSIGNMENT AND SUBLICENSING

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

CLEANING OF FACILITIES

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

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

DAMAGE TO THIRD PARTY PROPERTY

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

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

AMENDMENTS

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

COMPLIANCE WITH GOVERNING LAWS

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

SEVERABILITY

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

ATTORNEY'S FEES

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

DUPLICATE ORIGINALS

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

QUAY COUNTY LESSEE

By:	Date:
APPROVED: Quay County By: Franklin WE as lund	Date: 2 - 28 - 2023
Quay County Commission Chairman APPROVED AS TO FORM:	Date.
Byngger Frost, County Attorney	Date:



Ouav County Extension Service

College of Agricultural, Consumer and Environmental Sciences

Quarterly Report - July - December 2021

Jason Lamb, Agriculture Agent, County Program Director Susann Mikkelson, Family and Consumer Science Agent Colette Mapes, Administrative Assistant Joyce Runyan, Program Assistant

Agriculture

Singleton Ranches is one of the largest ranches in the state and has over sixty employees. The agent was asked by Singleton Ranches through the District Director to host a Beef Quality Assurance Program to certify their employees. Sixty three people attended the program that was presented by the NMSU Veterinarian. The BQA program certifies that producers have been trained on best practices of handling beef to ensure a safe food supply. Producers gained knowledge on proper vaccinations, monitoring withdraw times, proper cattle handling, and management.

The last session of the Beginning Farmer and Rancher program for 2020 through 2021 was held. The Food Technology Specialist from NMSU presented on "Starting a food business". Topics that were covered were legalities of a food business, Food safety, food preservation and labeling. Thirteen people attended the program.

The agricultural agent answered many yard and garden questions throughout the month of July. Questions were answered on peppers, blossom end rot, tomatoes, fertilizing grass and advising on tree problems. The agent identified several plants that were of concern to local ranchers. The agent attended to 31 calls and 5 home visits throughout the month.

The agent hosted a private applicators training for local producers to maintain their private applicators licenses. About 120 producers in Quay County have private applicators licenses. Producers need these licenses to purchase restrict use pesticides to control weeds and insects in their production practices. The annual Pesticide Applicators training is designed to teach producers safe pesticide application and provide CEU's. This year 36 producers attended a five hour presentation on NMDA requirements, mixing pesticides, controlling weeds in alfalfa and viewed a video on the "worker protection standard". The Private Applicators exam was also administered to 7 new producers at the conclusion of the program where 100% were successful in passing the exam.

The Boll Weevil Eradication program in Quay County assists local cotton farmers in keeping the pest eradicated in Quay County. Fields were monitored from August through November through the use of Johnson traps. No Boll Weevils have been detected in the past six years since the agent has been assisting with the program. Cotton fields have been continually monitored by placing one trap every 640 acres of cotton. This year approximately 4000 acres were monitored every two weeks. Because

of Boll Weevil eradication program Quay County Cotton growers can sale cotton in Texas which is the nearest ginning facility.

The agent has taken on the duties of the Cotton Boll Weevil program for local farmers. A meeting was held in August to restart the Association as they had lost their status with the State of New Mexico and needed help being more organized. The agent regularly monitors Boll Weevils in the county on years that farmers receive water allocations from the Arch Hurley Irrigation District.

A backyard composting presentation was conducted by the agricultural agent at the State wide Extension Association Conference held in Tucumcari, NM. About forty participants gained knowledge on aerobic composting, composting structures, materials, and types microbes used in composting. Several participants stated that they will try composting at home.

The Agent conducted a "Garden Minute" radio program every two weeks that airs on the radio 64 times a month on two stations in Tucumcari and Quay County. The program covers timely garden, disease, cultural practices, and landscaping topics that are of interest to local clientele. The program also keeps the community aware that the Extension office is of service to the community.

The first session 2021-2022 Beginning Farmer/Rancher Program was held in which eight new participants signed up for the program. The NMSU Agricultural agent and the Table top Cooperative president presented on details of the program, the Table Top Cooperative, expectations of beginning farmers, and a presentation on Backyard Composting. Participants gained an understanding of the program, resources that were available, and the commitment to the program.

The second session of the Beginning Farmer and Rancher program 2021-2022 was held in which participants gained knowledge on developing a business plan. Fifteen people attended the training. The FSC agent present on tax information, developing a production calendar, organizing a business plan, and resources that are available to Beginning Farmers. The agent organized the event and served as the moderator.

The agent assisted in the second annual "2021 Harvest Fest" conducted by the Table Top Cooperative. The fundraiser was held on the last Farmers Market Day and celebrated this year's harvest as well as being a fundraiser for the coop. The Fundraiser sold raffle tickets for various prizes to participants at the farmers market. Approximately \$200 dollars was raised for the cooperative as well as signing up new membership. Five members hosted the event.

The agent conducted an informational presentation on the Table Top Cooperative and the Beginning Farmer/Rancher program at an Ogallala Commons meeting in Mesquero, NM. Twenty four people attended the half-day session that discussed possible food shed opportunities and resources.

Family & Consumer Sciences

Mental Health and Wellness - The FCS Agent applied for, trained in and became a "Gatekeeper" instructor for the QPR Training program. This is nationally acclaimed and accredited suicide prevention and mental health program for "gatekeepers," which is anyone who might be in a position to "question, persuade and refer" someone who is contemplating suicide or at risk of suicide. The Agent is able to work with other instructors to deliver this training in Quay County and around the state of New Mexico. The QPR Gatekeeper Training program is facilitated in New Mexico by a

division of the New Mexico Department of Health. To date, 9 adult trainings have been conducted in Quay County, including one training specifically for law enforcement, with over 50 attendees. A training is scheduled for October, and additional 6 trainings are planned, both for youth and adults, over the coming year, with a goal of over 100 people trained in the first year. The FCS Agent is also enrolled in training to become a trainer of Mental Health First Aid, a similar but unrelated program.

Risk Management - The FCS Agent is organizing the development of an Annie's Project Eastern New Mexico. This involves a steering committee comprised of a diverse group of women who are in agriculture or have connections to agriculture, who are planning for the 2022 Annie's Project program. In the 3rd quarter, the Steering Committee focused on the overall structure/format of the program - whether a 6-week course or a conference-style format, drafting a budget, and identifying and beginning to solicit sponsors to support the program.

The FCS Agent assists the Extension Association leadership of Quay County with monthly program materials for its two Extension Clubs, including a variety of health, wellness, financial and other practical topics. The Agent participates in club meetings and activities whenever possible, and to provide resources and support as needed and requested.

The Quay County Extension Association, as part of District II, hosted the Annual EANM State Meeting and conference. The FCS Agent facilitated the detailed planning and preparation of materials, supplies, facilities, lodging and meals, and other specifics for the Annual Meeting, a 3-day event. No evaluation of this EANM programming has been done to date.

Health, Wellness and Nutrition - The FCS Agent began participating in a series of NMSU EFCS/NM Department of Health exploratory and planning meetings about providing information into our communities about the COVID-19 vaccines and assisting the NMDOH in getting NM residents vaccinated, following the phased distribution approach established. The Agent is particularly interested in ensuring that seniors ages 65 and older and people with health issues who do not have easy access to the registration process are able to register for and receive the vaccine, if they wish to do so. The Agent participated in a meeting, and subsequently worked with the Quay County Health Council to begin determining how information about the vaccine and the registration process is being shared, ascertaining accessibility of information and services to vulnerable populations, and discussing what additional efforts might be necessary to ensure that those vulnerable populations have ready access to the vaccine.

Health, Wellness and Nutrition – In July the FCS Agent started a Wednesday Walkers walking group for seniors and others to become/remain active. The group meets every Wednesday morning at the Quay County Fairgrounds and walks indoors in the Exhibit Hall, making the program accessible to people of all fitness levels, and protecting participants from the natural elements.

Health, Wellness and Nutrition – In July the FCS Agent began coordinating with Mesalands Community College to begin offering the Strong Seniors Stay Young strength and balance exercise program again for the fall semester. The program began on September 9, 2021 and will continue through the semester.

Food Safety/Food Preservation - The FCS Agent is part of a team of NMSU FCS Agents working to develop a series of food preservation videos. The team had video editing and creation training in the spring, and video recording and editing is ongoing.

Food Safety - The FCS Agent assists with a NMSU/NMDA New Mexico Produce Safety Alliance (PSA) Training most months, presenting one module of the 8-hour training program. All trainings are held virtually, allowing participants from around New Mexico as well as other states to participate. The audience is comprised mostly of small-scale farmers, and are 8-20 in size. There are 4-5 additional trainers.

Family Life/ Health, Wellness and Nutrition - The FCS Agent presented virtually to a group of families (pre-natal moms, toddlers and parents) served by ENMRSH on planting and growing a garden in March. The Agent also gave a brief overview of 4-H and its projects and activities. There were 6 adults and 5 children present virtually.

Family Life/Health, Wellness and Nutrition – The FCS Agent started a series of cooking classes in March called Let's Get Cooking that cover a broad range of topics and offer both in-person and virtual access to adults and youth. The series continues through December.

Quay County 4-H Program

The Virtual State 4-H Conference was held in which 150 youth from all over New Mexico participated. Eight senior age 4-H members competed in life skills contests, participated in statewide 4-H meetings and elections. The event was presented over a four day period. The agent assisted with monitoring youth workshops throughout the conference. Students gained skills in competition, team work, communication, planning and preparation. Youth also gained knowledge in the judging contest material that can prepare them for a career in agriculture.

The 2021 Quay County 4-H Rodeo was held on the last weekend in July at the Quay county rodeo grounds in Tucumcari, NM. Seventy-five 4-H members from across the state competed in the Rodeo. Youth participated in goat tying, pole bending, barrel racing, team roping and other events. Thirty three buckles and three saddles were presented to the winners. The rodeo is one of the Quay county 4-H's largest fundraisers. The Rodeo requires many volunteers, in which 64 volunteer's assisted in the event and approximately 300 people attended the rodeo. The agent assisted in the set up and operation of the Rodeo. The Rodeo provides an opportunity for youth to develop their skills in horsemanship, handling livestock, competition, and roping skills that can assist them in future agricultural endeavors.

Eighteen volunteers, the agricultural agent, and the FCS agent held a workday for the Quay County 4-H Rodeo. The volunteers set up the arena by building pens for the roping livestock, hauling supplies to the crow's nest, tarping one side of the arena and setting up the office trailer. Volunteers were treated to hotdogs and drinks after their hard work.

The Quay County 4-H Summer Fun party was held at the Twelve Shores Golf Course in which 32 youth and family members attended the fun event. Youth and parents had a corn-hole tournament, putted on the greens, swam at the lake, and ate hamburgers and hotdogs. The agent assisted in organizing and setting up the event. This program promotes the fun of 4-H and keeps kids interested in the 4-H program.

The Agent assisted 31 Quay County 4-H youth competing at the New Mexico Youth Livestock Expo in September. Youth that participated exhibited swine, lambs, goats, steers and heifers in Roswell, NM. The Expo is a new fair this year. The agent advised youth and parents on getting ready for show,

feeding their livestock at the fair, and assisted in getting animals ready for the show. Youth gain responsibility, a good work ethic, and teamwork through the livestock projects.

A farm safety day was held in Santa Rosa were the agent along with the 4-H assistant attended in an effort to assist with the event. 218 youth and teachers from Tucumcari, Santa Rosa, Fort Sumner, and Vaughn participated, learning about fire, food, gun, electricity, wildlife, and animal safety. The agent presented on the safe use of hand tools and power tools. Youth gained an understanding of the dangers that can happen around their homes and farms. The agent assisted in coordinating the event, organizing and set up.

Agricultural Day was held at the Tucumcari Agricultural Science Center where 4th and 5th grade students from Tucumcari Elementary were presented topics of agriculture and the 4-H program. The agent present on the Sheep industry and discussed topics of what sheep are used for, breeds of sheep, wool production, and kids handled sheep at the completion of the presentation. One hundred and thirty two students attended the event and gained a better understanding of the science in agriculture and the 4-H program.

The FCS Agent has joined the NM State 4-H Healthy Habits Ambassador program as an advisor and is co-leading a Mental Health Team. The team is comprised of 4-H members from around the state, is developing a project and competing against other teams around the state, and the country for funding to implement the project.

The FCS Agent assisted in planning and executing the 2021 Quay County Fair in August.

The FCS Agent delivered 4-H Exhibits to the NM State Fair in Albuquerque and assisted with set up, judging and display of all NM 4-H exhibits (non-livestock) in September.

Thirty-eight youth participated in the 2021 Eastern New Mexico State Fair and 65 parents and the agent assisted youth with their livestock projects. The agent taught hands-on showing, advised youth on weighing, declaring weights and feeding projects. Youth at the fair showed lambs, goats, steers, heifers, rabbits, and pigs. Eight youth qualified and sold their livestock at the Junior Livestock sale that will help purchase projects for next year and graduating seniors will use for college. Youth learn life skills such as responsibility, competition, and work skills that will contribute more successful adults that youth will need later in life.

Quay County 4-H Council held a project workshop for National 4-H week at the Tucumcari Tractor Supply during clover days. Eight 4-Hers participated in demonstrating braiding, showing rabbits, and distributed information on how to join 4-H.

Quay County 4-H hosted a record book reward party for 4-H members that completed their record book this year. Youth bowled at the local bowling alley. The agent coordinated and organized the fun event. Thirteen people 4-H members participated.

2021 4-H Achievement night was held at the Quay County fairgrounds. 64 youth and parents participated in the Achievement program which local supporters received the friend of 4-H award and volunteers were honored for their service. The Agent presented the Outstanding Youth Awards, set up the program, conducted the officer instillation ceremony, and compiled the script. The award program is the culmination of the years events. Youth complete a record book and learn valuable

record keeping and documentation skills. Youth also gain knowledge in financial record keeping, subject matter areas, and documenting leadership, citizenship, and community service and why these actions are important.

The agent held a record book judging day and graded record books for the De Baca County 4-H program. Seventeen books were judged with the assistance of two volunteers and the agents in the office. Record books are traded yearly for judging with other counties to ensure impartial evaluation of the books and awards.

Community and Economic Development

The 2021 Quay County Fair was held in which the agent assisted 98 youth and 69 volunteer leaders in various duties throughout the fair. Over 1000 people attended the fair. 4-H members were taught how to prepare their livestock for show, participated in showmanship clinics where 52 youth gained knowledge in showing goats, lambs, steers and heifers. Youth gained knowledge in proper feeding, management of show animals, showmanship, clipping of animals, and treating sick animals. Other duties included helping packers load and separate animals, getting animals to the sale ring, and advising fair board members.

Quay County fair workday was held in which 54 fair board members and volunteers assisted. Volunteers set up booths, pens, rabbit and poultry cages, hung tarps, labeled pens, and cleaned the fair grounds. The agent assisted in putting up tarps, putting out wood shavings, setting up and labeling pens.

Professional Development

The 2021 State 4-H in-service professional development training was held in Albuquerque, NM. 4-H agents learn about changes to the 4-H program, the First Steps program, Youth Livestock Quality Assurance, Ag in the classroom activities, and Northern New Mexico 4-H programs. Agents also discussed district and state 4-H activities. Agents gain new ideas for programs, network with other agents and gain knowledge in youth education.

Research, Outreach and Other

Community Needs

The FCS Agent opened a needs and interests survey to constituents beginning in August of 2021, during the Quay County Fair, and has continued to receive input from community members regarding needs and interests in family and consumer sciences, economic and community development and related programming in Quay County. The survey has received over 50 responses, and has provided some useful information in the formation of the FCS Agent's 2020-2025 Plan of Work.

Monthly and ongoing Meetings and Activities

A part of the Family and Consumer Science Extension Agent's regular responsibilities and activities includes the following monthly (or regular) meetings and activities:

- Quay County Fair Board Meeting attends and participates as needed
- Quay County 4-H Council attends, assists with meeting coordination and discussion as needed, contributes reports and content as appropriate

- TableTop Co-op Board meeting attends, helps facilitate planning and serves on the fund and revenue generation committee.
- Quay County Health Council plans and delivers FCS programming in partnership with Council. Serves as Chair of the Council; as such facilitates Council meetings, Executive Committee meetings, serves on Policy and Procedure committee, assists with developing programs and services, approves expenditures in coordination with the budget and signs checks.
- Annie's Project Steering Committee meetings plans, organizes and facilitates meetings, drafts agenda and sends reminders, takes and publishes notes and updates
- Quay County Cooperative Extension staff meeting attends when held
- NMDA AgriFutures Conference planning committee planning of the bi-annual AgriFutures Conference.
- Participate in periodic meetings and phone calls related to Quay County economic development topics, including regular meetings for the CREATE BRIDGES program through the Greater Tucumcari Economic Development Organization and board meetings of the Northeastern Economic Development Organization (NEEDO).
- Periodic meetings with the Quay County Program Assistant.
- Continue to offer a regular 5 10-minute segment on both local radio stations twice monthly (first and third Thursdays) to promote Extension programs and services.
- Posting content on web site, as well as Facebook and other social media, including program
 publicity and details, news and information about FCS and 4-H topics, and other relevant
 community information.
- Respond to individual phone calls, in-person appointments and emails regarding Agriculture,
 FCS and 4-H topics.
- Participates in periodic meetings with other community organizations such as the Greater Tucumcari Chamber of Commerce to partner and collaborate on addressing community needs and interests

Other Meetings/Activities:

- Conducted three exploratory meetings one with a local county commissioner, one with New Mexico Recycling organization, and one with DeBaca County staff to discuss the possibility of a basic recycling program in Quay County
- Participated in a NMSU ACES EFCS meeting on the Preserving NM Foods video series
- Participated in a NMSU statewide training on Extension working with area agricultural producers
- Participated in "The Research Evidence: Horticulture for Health and Well-being Webinar Series," to learn potential new content for program delivery.
- Participated in a NM SBDC training on starting and growing your business in order to glean content and potential presenters for Tech Tuesdays and other small business workshops and classes.
- Participated in national JCEP Extension Leadership Conference a 3-day conference held virtually this year.
- Participated in the New Mexico Grown Buyer and Producer orientation and meeting to assist a local farmer with his application to sell to local schools and senior programs;

- The FCS Agent attended the Extension Association of New Mexico Mid-year board meeting, which was held virtually. The meeting included planning for the upcoming State Conference, which is being hosted by District II and Quay County Extension Association, in Tucumcari in October 2021.
- Participated in the NMSU ACES Extension Innovative Programming In-service for February;
- Participated in an information meeting on the 4-H Healthy Habits Ambassador Program
- Participated in a National Extension Association of Family and Consumer Science Agents workshop on leadership development and opportunities
- Posted program opportunities and useful information on Facebook page and shared through email as possible;
- Received 18 one-on-one office visits and conducted 8 site visits

Total personal contacts by staff at the Quay County Extension Service for July – December 2021 was 12,894. Social Media contacts was 23,801 for a total 36,695.

Follow Us On:

Webpage: http://quayextension.nmsu.edu/

FaceBook: https://www.facebook.com/NMSUQuayCES

PROCLAMATION

- WHEREAS; The United Way of Eastern New Mexico 2-1-1 program is a free, confidential referral and information helpline that connects people of all ages to essential health and human services they need; and
- WHEREAS; 2022 is the fifteen year anniversary of the 2-1-1 program in Curry and Roosevelt counties and now available to Quay County residents; and
- WHEREAS; United Way of Eastern New Mexico has helped over 25,000 callers last fifteen years who were directed to community resources when they were in need.
- WHEREAS; Over 25,000 callers in need were directed to resources such as to food pantries, help with rent or utility bills, transportation, household goods, and services for domestic violence, rape counseling, or suicide prevention;
- WHEREAS; 211 is a vital service that increases the likelihood that 100% of families in need will be able to access critical resources. A key strategy of United Way ENM's 100% Community Initiative.
- WHEREAS; 211 and the 100% Community Initiative seek to identify and overcome the obstacles that prevent people in need from getting their needs met.
- **WHEREAS;** To celebrate this important FREE service to our community United Way of Eastern New Mexico is conducting awareness activities throughout February.
- NOW, THEREFORE, We, the Quay County Board of Commissioners, do hereby proclaim February 2022 as

"2-1-1 Month"

And support United Way of Eastern New Mexico in their work in providing the 2-1-1 service to our area. We encourage residents to utilize 2-1-1 to access needed services.

QUAY COUNTY BOARD OF COMMISSIONERS

Franklin McCasland, Commissioner

Local Rush, Commissioner

ATTEST:

Robert Lopez, Commissioner

Quay	COUNTY RESOLUTION			
	Resolution No. ²⁴			

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the County DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the County of Quay _____, that the County Chairperson, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2023 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of $\frac{\text{February 28}}{\text{February 28}}$, $20\underline{22}$.

Franklin W= Casland
County Commission Chairperson

DWI Planning Council Representative

Attest:

County Clerk (SEAL)

Revised: November 2021

Application Cover Sheet FY23 Local DWI Program Distribution and Grant Funding Local Government Division - DFA

County/Municipality:	Quay County			
The state of the s		Address where p	ayment is received as listed on curre	
DWI Program Coordinator:	Andrea Shafer	Contact Person:	Cheryl Simpson	
Hamo.	P. O. Box 1011	Mailing Address:		
Addition.	Tucumcari, NM 88401	City, Zip:	Tucumcari, NM 88401	
Oity, E.P.	575-461-6096	Telephone:	575-461-2112 cheryl.simpson@quaycounty-nm.gov	
reichitotte.	andrea.shafer@quaycounty-nm.gov	E-Mail:		
I	ndicate amounts budge	ted for each c	omponent area.	
	<u>Distribution</u>	Grant	Component Total	
Prevention	\$ 0.00		\$ 0.00	
Law Enforcement	\$ 0.00		\$ 0.00	
Screening	\$ 0.00		\$ 0.00	
Treatment	\$ 0.00		\$ 0.00	
Compl. Mtr./track	\$ 65,240.00		\$ 65,240.00	
Coord/Plan& Eval.	\$ 48,038.00		\$ 48,038.00	
Alt. Sentencing	\$ 0.00		\$ 0.00	
Total	\$ 113,278.00	\$ 0.00	\$ 113,278.00	
Total	Total Distrib. Request	Total Grant Request	Total Program Request	
Certification:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
The attached resolution ad	opted by the governing body of	Quay County	on 2/28/2022 authorizes the	
		(Applicant)	(Date)	
applicant to file this application the information presented	ation for assistance from the Sta in this application is true and c	orrect.	To the best of my knowledge,	
			TO THE PARTY OF TH	
Franklin McCasland, Comm	nission Chair	Frank	LINE AND	
Printed Name/Title		Signature of Cou	inty Commissioner/Mayor	
			CLAL:	

MEMORANDUM OF UNDERSTANDING

The Quay	County DWI Program (hereinafter referred to as the "Program")
	Department of Finance and Administration/Local Government
	Intoxicated Program (hereinafter referred to as "Division") hereby
exchange the following	g assurances and enter into the following Memorandum of
Understanding (MOU) .

The Division assures:

- 1. That Division is in full compliance with the provisions concerning security for records and research activities in in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
- 2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
- 3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
- 4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
- 5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
- 6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

- monitoring research activities, and evaluation of LDWI Program interventions.
- 2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
- 3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Franklin McCasland	
County Commission Chairperson (or Designee) (Please Print)	
Franklin Malura	February 28, 2022
Signature:	Date
Executed this 28th day of February	_20
Donnie Quintana, Director Local Government Division	

STATEMENT OF ASSURANCES Local DWI Grant and Distribution Program

Fiscal Year 2023: July 1, 2022 - June 30, 2023

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

- Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
- 2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
- 3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
- 4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Quarterly Client Data Report, the Managerial Data Set (MDS) Report, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
- 5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
- Compliance with the requirement to not budget, nor expend, greater than ten percent of the grant amount awarded or the amount distributed for capital purchases incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. The ten percent cap for capital purchases does not apply to the Detoxification Grants.

- 7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of July for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
- 8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners <u>should not be affiliated</u> with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
- If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
- 10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
- 11. Grant program under runs revert to the Local DWI Grant Fund.
- 12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
- 13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
- 14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

- 15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
- 16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- 17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
- 18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Franklin M. Jaslam	February 28, 2022
Signature	Date
11 0 3 3 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	

Franklin McCasland

PATE/22 3/2022	NAME LARRY	ROAD BLADED QUAY ROAD 65	BLOCKS 4250-4300	MILES 0.50	ADDITIONAL WORK TO ROAD/COMMENTS
1/6/22	LOUIS	QUAY ROAD S	5750-5875	1.00	
	LOUIS	QUAY ROAD 60	1750-1800	0.50	
	LOUIS	QUAY ROAD 60	1670-1700	0.30	
	LOUIS	QUAY ROAD Q	5950-5950	0.50	
	LOUIS	QUAY ROAD O	5900-6000	1.00	
1/10/22	DONALD	QUAY ROAD AF	6850-6925		ROAD WASHBOARD
	DONALD	QUAY ROAD 70	3300-3400		ROAD WASHBOARD/PULL DITCHES
	DONALD	QUAY ROAD AH	7000-7100	1.00	
	DONALD	QUAY ROAD 71	3300-3400	1.00	
	DONALD	QUAY ROAD 69	3100-3400	3.00	
	LOUIS	QUAY ROAD T	6400-6500	1.00	
	LOUIS	QUAY ROAD 64	1500-1900	4.00	
1/11/22	DONALD	QUAY ROAD AV	3700-3900		REMOVED TUMBLEWEEDS AND SAND
	DONALD	QUAY ROAD AU	3100-3200	1.00	
	LOUIS	QUAY ROAD S	6500-6600	1.00	
	LOUIS	QUAY ROAD O	6600-6700	1.00	
	LOUIS	QUAY ROAD O	6300-6310	0.10	
	LOUIS	QUAY ROAD Q	6600-6625	0.25	
1/12/2022	LOUIS	QUAY ROAD P	6600-6850	2.50	
No. of Congress and Congress an	LOUIS	QUAY ROAD P	6350-6400	0.50	
1/13/2022	LOUIS	QUAY ROAD M	5870		RIPPED/WATERED/ROLLED MILLINGS OVER CULVERT
	LOUIS	QUAY ROAD M	5720-5870	1.50	
1/18/22	LARRY	QUAY ROAD AF	3000-3100	1.00	
	LARRY	QUAY ROAD 31	2900-3500	6.00	
1/19/22	LARRY	QUAY ROAD AE	3000-3300	3.00	
)	LARRY	QUAY ROAD AH	3000-3100	1.00	
1/20/2022	LOUIS	QUAY ROAD 57	2050-2200	1.50	DITCH WORK
ITZOTZOZZ	LOUIS	QUAY ROAD V	5550-5700	1.50	DITCH WORK
	LOUIS	QUAY ROAD U	5700-5800	1.00	
	LOUIS	QUAY ROAD O	5900-5920	0.20	
1/24/2022	LOUIS	QUAY ROAD O	6245-6265	0.20	
1/24/2022	LOUIS	QUAY ROAD T	6650-6700	1.00	
	LOUIS	QUAY ROAD T	7000-7400	4.00	
1/25/22	DOM/STAN	QUAY ROAD AP.5	6600-6700	1.00	
1/25/22		QUAY ROAD 66.5	4000-4150	1.64	
	DON/STAN	QUAY ROAD 65	4225-4400	1.00	
		QUAY ROAD 65	4100-4175	0.73	
		QUAY ROAD 65	4100-4175	0.73	
		QUAY ROAD 64.47	4300-4336	0.36	
		NORTH ROCK ISLAND	1200-3030	1.00	
	LOUIS	QUAY ROAD T	7000-7400	4.00	
	LOUIS	QUAY ROAD 70	2000-2200	2.00	
1/27/22	LOUIS	QUAY ROAD 65	1600-1800	2.00	
1/2//22	LOUIS	RT 66	0900-1475	5.75	
4 100 100	LOUIC	OHAV BOAD A	6300-6350	0.50	
1/28/22		QUAY ROAD A RT 66	0050-0500	4.50	
ĺ	LOUIS	RT 66	0700-0900	2.00	
	LOUIS	QUAY ROAD F	5950-6050	1.00	
1/21/22	LOUIS	RT.66	0500-0700	2.00	
1/31/22	LOUIS	QUAY ROAD G	5900-6000	1.00	
	LOUIS	QUAY ROAD M	5900-6225	2.75	
	LOUIS	QUAY ROAD 62	1300-1400	1.00	
	200.0			30 d T	

14-1/31 CREW

CATTLE GUARDS MAINTENANCE

QR H & QR 67 QR 69 & QR G QR 69 & QR U

QR K

QR 93 & QR L QR AX

QR 30

CLEANED OUT CLEANED OUT WELDED ON PIPE

3 CATTLE GUARDS BETWEEN BLOCK 0500 & 0600

CLEANED 3 AND WELDED 2

CLEANED OUT

2 CATTLE GUARDS CLEANED OUT BETWEEN BLOCKS

3100-3300

CLEANED OUT

TOTAL

80.45

Quay County, NM GIS Strategic Enterprise Services

Professional Services Agreement





100 Illinois Street, Suite 200 St. Charles, Illinois 60174

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1. Contents

1. Contents	1
2. Preamble	2
3. Scope of Work	3
3.1 Workflow and Data Schema Analysis and Design	3
3.1.1 Workflow Analysis, Design, and Documentation	
3.1.2 Parcel Data Schema Analysis	
3.2 Training - Remote	4
3.2.1 Assumptions	4
3.2.2 Parcel Fabric Training	
3.2.3 Follow Up Training	
3.3 Parcel Data Enhancements	
4. Project Fees	9
4.1 Base Project	
5. Additional Provisions	
6. Authorization	





2. Preamble

THIS CONTRACT ("contract") is made by between THE SIDWELL COMPANY (a subsidiary of Harris Local Government), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called "Sidwell," as party of the first part, and Quay County, NM, a political subdivision of the State of New Mexico, hereinafter called "the Agency," as party of the second part,

WITNESSETH

WHEREAS, Sidwell is in the business of providing Geographic Information Services, Photogrammetric Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the **Agency** is desirous of having Sidwell provide Geographic Information Services, Photogrammetric Services or other Professional Services.

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Sidwell will perform the services described in the scope of work that follows and The Agency will make the payments set forth in Sections "Project Fees" and "Additional Provisions", below.





3. Scope of Work

3.1 Workflow and Data Schema Analysis and Design

3.1.1 Workflow Analysis, Design, and Documentation

Sidwell will analyze current workflows in the Assessor's office and County addressing. Sidwell will provide recommendations for new workflows and documentation of new workflows being established. In addition, Sidwell will provide County staff with all documentation and training materials necessary to maintain the new geodatabase and parcel fabric successfully. Sidwell will also assist in installing, configuring, and testing mapping workstations.

Sidwell will perform the following services at the Agency:

- Interview staff members in the Assessor's office and Addressing section to understand current workflows.
- · Design and document new workflows.
- Recommend a data schema design if the current data schema is not optimal (see section 2.1.2).
- Assistance in configuring parcel fabric geodatabase in production for versioning, privileges, and other ArcGIS related settings if needed.
- Loading of project files onto accessible directories with consulting from Agency
- End-to-end Testing of accessing, editing, and map production workflows in production project geodatabase
- Sidwell will utilize Agency-specific data for all training and workflow development, and all training and workflows will be designed specifically for the Agency's environment.
- Assistance in publication of feature service, configuration, Testing, creating versions, etc.
- ArcGIS Pro and Parcel Fabric Customization for UPC Generation

3.1.2 Parcel Data Schema Analysis

Sidwell understands the Agency has performed the conversion of their parcel data into the Parcel Fabric Data model. Sidwell will analyze the data schema to ensure that the staging and loading of the cadastral data was done properly and performing optimally. Sidwell will ensure the project geodatabase is enabled with the latest schema and functionality available for the current working version of ArcGIS Pro.

3.1.2.1 Testing

Sidwell will perform a series of testing procedures and small edits on the data. This is to ensure that the data has been loaded correctly and can utilize the intended functions and tools.





3.2 Training - Remote

In addition, remote training services will be provided by Sidwell to ensure that Agency staff will be able to maintain the new system. The following outline is provided as a guide for which topics are to be covered. The order and length of each session is expected to be fluid to keep pace with the participating staff members from day to day.

3.2.1 Assumptions

The following is assumed:

 The number of active Agency training participants must be six (6) or fewer at any one time

3.2.2 Parcel Fabric Training

Sidwell will perform three (3) days of remote training to the Agency staff on editing and managing the Parcel Fabric in ArcGIS Pro. In this course, individuals responsible for mapping in the parcel fabric will be introduced to the fabric editing tools provided in ArcGIS Pro. Users will perform fully documented hands-on exercises and Agency examples that address the following functions:

- Understanding the parcel fabric components
- Querying the parcel fabric (e.g. history)
- Splitting and merging parcels (simple)
- Making boundary line adjustments
- Creating condominiums
- Entering plats/subdivisions COGO
- · Joining and adjusting to parcel fabric
- Copying and pasting constructions into the parcel fabric
- Placing bearing and dimension annotations using fabric tools
- Publishing the parcel fabric to the Agency's ArcGIS Enterprise environment (if applicable)

3.2.3 Follow Up Training

Sidwell will provide the Agency with two (2) days of follow-up remote training intended to support the Agency after go-live, including answering questions and working through complicated mapping scenarios.

3.3 Parcel Data Enhancements

Sidwell performed an evaluation of the County's GIS data, UPC points, and AutoCAD data. Our evaluation of the Agency's data revealed that the level of effort to perform the spatial adjustment



will be substantial and will not resolve some of the geometric construction issues or UPC point location errors. Spatial adjustment of the data is not a recommended best practice for the optimization of the current data set. Our recommendation to develop the most accurate and reliable GIS is to reconstruct the data from source documents. This approach utilizes the County's source documents, inherit knowledge from County staff to build a final product that delivers the most trusted information to constituents and staff.

Some examples of the errors in the data are below.



Figure 1: (1) UPC points appear to be incorrectly placed. This could not be corrected with a spatial adjustment. (2) Curve construction appears to be incorrect. (3) Line work for the area is shifted approximately 140' west of where it should be in this location.



Figure 2: The line work has considerable gaps/overlaps in multiple locations.





Figure 3: Subdivision appears to be missing,



Figure 4: Line work appears to be missing





Figure 5: Missing Line work



Figure 6: All blocks in this area appear to be shifted 300' west and slightly south of where they should be.





Figure 7: Rural areas also have issues with gaps and overlapping line work.



4. Project Fees

The Agency will pay for the work and services provided by Sidwell, as detailed above, for the following:

4.1 Base Project

PROFESSIONAL GIS SERVICES	FEES
 County Workflow and data schema analysis and design Data/Schema Analysis Workflow Analysis and design Assessor and Addressing Review Workflow design and documentation 	\$4,640.00
Configuration of ArcGIS Pro for UPC management	\$640.00
 Training Parcel Fabric editing Three (3) Days or 24 hrs. Post-go-live Support Two (2) Days or 16 hrs. 	\$7,640.00
GIS Parcel Partial Mapping Reconstruction (Municipal Only) - Data improvements and enhancements: Parcel Reconstruction (Price per 1000 parcels)	\$15,000.00
Services Total	\$27,920.00

Project Assumptions/Notes:

- ArcGIS Enterprise version 10.6-10.9 is required for multi-user editing.
- If onsite training is preferred, an additional travel time fee and applicable travel expenses will be added to the total reflected above. An estimate can be provided upon request.
- All services are to be performed remotely
- The County can provide all the necessary subdivision plats and surveys digitally.
- A deed retrieval system is in place and available for those parcels where a legal description isn't available.





5. Additional Provisions

5.1 Commencement of Work

Sidwell will commence the work under this Contract immediately upon its execution by the Agency and to continue diligently thereafter until all work, services, and materials covered by this Contract have been completed.

All package service hours included within the service bundle in this Contract must be completed within one (1) year following the commencement of such package services, whichever is later in time.

5.2 Term of Contract

This Contract shall be in force from the date of execution and may be revised periodically subject to renegotiation concerning the services provided and the amount of the service fee.

5.3 Additional Services

Any professional services, implementations, or software modifications that are not included in the scope of work in this Contract but that are requested by the Agency and agreed upon by Sidwell shall be provided at Sidwell's prevailing hourly rate. At the time that this Contract was executed, Sidwell's hourly rates were as follows: Professional/Technical \$175/hour, Production \$120/hour, Travel Time \$130/hour.

5.4 Compensation

The Agency will pay Sidwell a fee of twenty-seven thousand, nine hundred and twenty, and no/100 dollars (\$27,920.00) as full compensation for all Sidwell work, services, and materials described and provided for under this Contract.

5.5 Invoicing Schedule

Sidwell will submit monthly invoices for the percentage of work completed. Training and/or support will be invoiced in full upon commencement of such services. . Annual recurring will be billed each year automatically until canceled in writing.

5.6 Payments

The Agency will pay Sidwell the full amount of each submitted invoice within thirty (30) days of receipt thereof.





5.7 Indemnification

Sidwell will defend at its expense and hold Agency harmless from and against any third-party action brought against Agency to the extent it is based on a claim that the Software or professional services, when used in accordance with this Agreement, infringes a United States copyright, patent or trademark, and, at its option, will settle any such action or will pay any final judgment awarded therein, provided that (i) Sidwell shall be notified promptly in writing by Agency of any notice of any such claim; (ii) Sidwell shall have the sole control of the defense of any such action and all negotiations for settlement or compromise; and (iii) Agency shall cooperate fully with Sidwell in the defense, settlement or compromise of such claim. If the Software is, or in Sidwell's opinion might be, subject to a claim of infringement as set forth above, Sidwell may, at its option and expense, (i) procure for Agency the right to continue using the Software (ii) modify the Software so that it becomes non-infringing or (iii) terminate the licenses granted hereunder, accept return of the Software, and grant Agency a refund of the applicable License Fees paid therefore with respect to the infringing software, based on a straight-line five year amortization schedule from the Effective Date. Sidwell has no liability to Agency under this Section to the extent that any infringement, or any claim thereof, is based upon (i) use of the Software in combination with equipment or software not supplied or approved by Sidwell hereunder where the Software themselves would be non-infringing, (ii) use of the Software in an application or environment for which it was not designed or contemplated under this Agreement, (iii) use of any Software other than the most recent release of the Software provided to Agency by Sidwell, or (iv) Modifications of the Software by anyone other than Sidwell. This indemnification shall be the Agency's sole and exclusive remedy.

5.8 Limits of Liability

To the fullest extent permitted by law, the Agency agrees that Sidwell's liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages, and shall not exceed the charges paid by the Agency to Sidwell under this agreement. The Agency further agrees that Sidwell will not be liable for any other losses or damages, including indirect, incidental, consequential, punitive, exemplary, special, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss, or for any claim or demand by any third party.





6. Authorization

This contract is effective this 28	day of February, 2022.
SIDWELL By	AGENCY By Franklin Masland
Title	Franklin M Cas land Print Name Chairman
	Title