



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS NOVEMBER 14, 2022

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 24, 2022

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Alan Daugherty, Tucumcari Rawhide Days
 - Request Approval of 2023 Tucumcari Rawhide Days Agreement
- II. C. Renee Hayoz, Presbyterian Medical Services Administrator
 - Presentation of Monthly RPHCA Reports
- III. Russell Shafer, Quay County Sheriff
 - Request Approval of 2022-2023 NMDOT STEP and BKLUP Grants Agreement
- IV. Ellen White, Quay County Clerk
 - Request Approval of Certification of the 2022 General Election Results
- V. Cheryl Simpson, Quay County Finance Director
 - Request Approval of 2022-2023 Resolution No. 20 Budget Increase for State Appropriation-Quay Road AP
- VI. Janie Hoffman, Quay County Assessor
 - Request Approval of FY2022-2023 Resolution No. 21 – Supporting 2023 New Mexico Counties Legislative Priorities
- VII. Johnny Reid, Quay County Detention Center Administrator
 - Request Approval of Lincoln County Detention Agreement



DOC #CM-00546

12/12/2022 10:34 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Ellen White - County Clerk, County Cle

Pages: 68



- VIII. **Larry Moore, Quay County Road Superintendent**
- **Road Update**
- IX. **Dana Leonard, GIS Technician**
- **Request Approval of Hospital Story Map**
- X. **Daniel Zamora, Quay County Manager**
- **Request Approval of Quay County Commission Meeting, Monday, November 28, 2022 Cancellation.**
 - **Correspondence**
- 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) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
- 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

November 14, 2022

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th day November, 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:

Jerri Rush, Commissioner
Robert Lopez, Commissioner
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Russell Shafer, Quay County Sheriff
Janie Hoffman, Quay County Assessor
Richard Primrose, Quay County Consultant
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Johnny Reid, Quay County Detention Center Administrator
Dana Paul Leonard, Quay County GIS Coordinator
Brian Fortner, County Commissioner-Elect, District 3 Candidate
C. Renee Hayoz, Presbyterian Medical Services Administrator
Ron Warnick, Quay County Sun

Interim Chairman, Robert Lopez called the meeting to order. Brian Fortner led the Pledge of Allegiance.

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

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agenda as presented. MOTION carried with Rush voting "aye" and Lopez voting "aye".

NEW BUSINESS:

On behalf of Alan Daugherty, Daniel Zamora requested approval of the Special Facility Use Agreement to allow Tucumcari Rawhide Days to use the Quay County Fairgrounds. A

MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with both members present voting “aye”. A copy is attached.

C. Renee Hayoz, Presbyterian Medical Services Administrator, provided the monthly RPHCA Report for October. Hayoz reported, year to date, the Clinic has given 168 of the Covid Booster Vaccine, with 75 additional scheduled for Thursday. As well, 120 doses of the flu vaccine were administered along with 70 high dose vaccines. It was noted, the Clinic will have a new provider next month, April Lee. A copy of the RPHCA Report is attached.

Zamora added the roof at the Presbyterian Medical Clinic is leaking, and some maintenance and improvements to that situation will be addressed.

Russell Shafer, Quay County Sheriff, requested approval of the 2022-2023 NMDOT STEP and BKLUP Grant Agreements. The STEP Grant total is \$2,272.00. The BKLUP total is \$1,269.00. A MOTION was made by Jerri Rush to approve both Grant Agreements. MOTION carried with both Rush and Lopez voting “aye”. Copies are attached.

Quay County Clerk, Ellen White, presented the reports of the 2022 General Election. White noted there were no discrepancies or outstanding ballots to count. White requested approval of the 2022 General Election. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve. MOTION carried with Rush voting “aye” and Lopez voting “aye”. A copy is attached.

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

- FY2022-2023 Resolution No. 20; Budget Increase for State Appropriation allocated for Quay Road AP in the amount of \$550,000.00.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve said Resolution. MOTION carried with Rush voting “aye” and Lopez voting “aye”. A copy is attached.

Janie Hoffman, Quay County Assessor and NMC Board of Director, requested approval of FY2022-2023 Resolution No. 21; Supporting 2023 New Mexico Legislative Priorities. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution No. 21. MOTION carried with Rush voting “aye” and Lopez voting “aye”. A copy is attached.

Johnny Reid, Quay County Detention Center Administrator, requested approval of an Agreement between Quay County and Lincoln County for housing inmates. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Agreement. MOTION carried with Rush voting “aye” and Lopez voting “aye”. A copy is attached.

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

- Blade Reports were distributed.
- Quay Road 63 & AP are complete with some minor touch-ups to follow.

- The walls and two wings on the low water crossing are complete. The additional work is ongoing on the remaining wings.
- US Hwy 54 turning lane at the Quay Road AI Intersection is complete.
- Quay County Road Department was approved for 6024 CY of millings for Quay Road AL.

Quay County GIS Technician, Dana Leonard, requested approval of the Historical Story Map of Trigg Memorial Hospital. Leonard explained this would be a living document on the Quay County Website to help counter misinformation and provide facts as to the plans to construct a new hospital. Leonard asked the Commissioners to review the document and continue providing input as to questions they may receive as the project moves forward. Zamora added that he and Leonard will be attending most council meetings in the County as well as other public opportunities to speak about the project. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the document. MOTION carried with Rush voting “aye” and Lopez voting “aye”. The document will be located on the Quay County Website.

Quay County Manager, Daniel Zamora, requested approval of the following items and provided the additional correspondence:

Due to a lack of a quorum, Zamora requested approval to cancel the November 28th County Commission Meeting. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve. MOTION carried with Rush voting “aye” and Lopez voting “aye”. Notice will be provided to the public and County Departments.

CORRESPONDENCE:

- Zamora attended the NMC County Manager’s Retreat.
- The Better-Informed Public Officials Conference is set for the first week in December. All newly elected officials, as well as veteran officials are urged to attend.
- A Ribbon Cutting for the new Fire Station at San Jon will be held at noon on November 17th.
- NMC Legislative Conference Registration is open. The Conference will be held the week of January 16th.

Accounts Payable Report was submitted for review. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Reports ending November 9, 2022. MOTION carried with Rush voting “aye” and Lopez 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)7; Pertaining to Pending or Threatened Litigation.

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

Time noted 9:40 a.m.

---Executive Session---


Return to regular session. Time noted 10:55 a.m.

Commissioner Lopez 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" and Lopez voting "aye". Time noted 11:00 a.m.

Respectfully submitted by Ellen L. White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

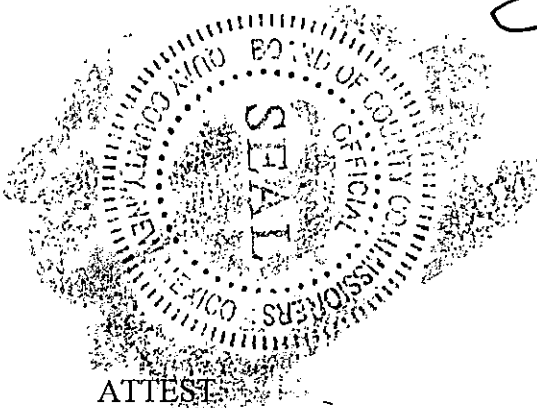

Franklin McCasland, Chairman


Robert Lopez, Member


Jerri Rush, Member

ATTEST


Ellen L. White, County Clerk



AGREEMENT FOR USE OF THE QUAY COUNTY FAIRGROUNDS

THIS AGREEMENT entered into on the 14th day of November, 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 28-30, 2023.

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 device 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: _____
Alan Daugherty

Date: November 14, 2022

APPROVED:
Quay County

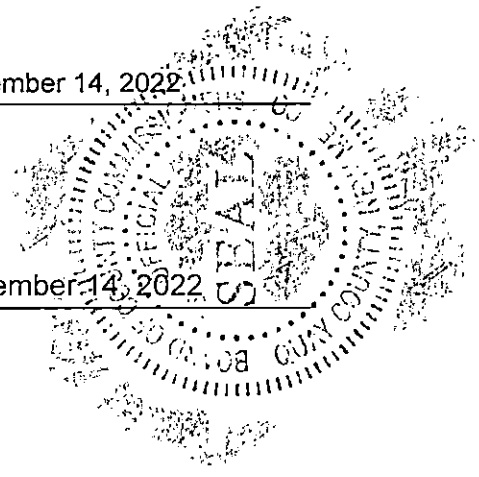
By: R. T. [Signature], Acting
Quay County Commission Chairman

Date: November 14, 2022

APPROVED AS TO FORM:

By: _____
Warren Frost, County Attorney

Date: _____



Clinic/Program Name: Quay County Family Health Center
Month Reported: October 2022

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A. Remember: This document is used by the State to monitor your performance under the terms of our contract.

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services. Please comment on any changes to the following areas of service:** No changes we are providing both Medical and SBIRT services. SBIRT is currently assisting Rio Rancho clinic during their provider shortage.
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?** CME, PTO and request to leave early from Providers
3. **Were there any changes in the encounters ~~(+ or - 10%)~~ from the previous month reported? Please explain any causes for the changes.** Encounters for the month of October were 297 which is below the budgeted goal of 418.
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE). Note: Please keep this information CURRENT. List only current vacancies or changes in FTE. For example, if you made a change in FTE that was previously reported, there is no need to keep reiterating it.**
We are fully staffed at this moment; with the exception of temporary on call positions.
5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken? Note: This information should be for current vacancies, or for upcoming vacancies that you are aware of. If a position remains open, you should continue to report what is being done in recruitment until the position is filled.**
We currently do not have any vacancies.
6. **Were there any changes to the hours? Explain.** No changes were made to schedule. Hours continue to be Monday -Friday from 7:00 AM to 5:30 PM.
7. **What efforts did you make to collaborate with local and statewide entities? (Examples: discussions with other agencies, formal & informal agreements, contact with DOH, Local partners. Community Stakeholders, etc.) Please describe any issues or problems you may have encountered with collaboration efforts.**

We continue to provide medical services to the inmates at the Quay Co Detention Center. Administrator is also on the Executive Board with the Quay Co Health Cl.

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.** We are providing COVID testing Monday – Friday and COVID Vaccinations every other Thursdays from 2-4 PM. COVID Home Test Kits are being given to patients upon checkout.
9. **Please describe the outreach activities your program and staff provided to the community during the month reported.** Health Council attendance by Admin and SBIRT.
10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.** No new funding has been received other then RPHCA funds.
11. **Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.** *Note: You do not need to send a copy of your meeting minutes, but you do need to give a brief recap of what was discussed at the last meeting. This information should stay the same until your next meeting occurs.* **Were there any changes of board members? What is the date of the next meeting?**

August 10, 2022

Introduction/Welcome

- Introduction of all members
- Discussion on 3rd quarter meeting in 2023 being moved to September.
- Community Feedback

PMS Board Meeting Update//

- Board Meeting will be held on 8/11/22

Regional Goals

- Continued development of BH services with Real Presence
- Vaccine Equity Update
- Dental Services in Tucumcari
- Board Member Engagement

Clinic Update

- Staffing
- Back 2 School Event for Children
- Monthly Encounters
- 20 Minute Template
- Influenza Vaccinations
- Training of QCDC Personnel upon Med Room readiness

Home Visiting

- Enrollment Numbers
- New Staffing
- Vacancy
- Community Gap with childcare programs and transportation to and from school to centers. Weekend and after 5:00 PM services.

RPHCA Program
Monthly Level of Operations Form

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	23169
Reporting Site: Quay County Family Health Center		Report Month/Year:	10/01/22
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		
	By Provider Type:		
	Physician Encounters		297
	Midlevel Practitioner Encounters		
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		31
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		90
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters		57
Medicare Encounters		115	
100% Self Pay (non-discounted/non-3 rd party) Encounters		4	
Unduplicated Number of Users	Total # of unduplicated users		110
	At or Below Poverty		52
	Between Poverty and 200% of Poverty		43
	Above 200% of Poverty		15
Staffing Level	Administrative Staff		3
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals	1	
	Community Health Workers		
	Clinical Support Staff		3
All Other Staff		0.5	
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources		95,571
	Sliding Fee Revenues - Medical		3,822
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		33,124
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 rd Party Revenues		8,773
	Medicare Revenues		8,589
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		201
	Contracts/Grants Revenues (including RPHCA)		41,062
	Total Primary Care Expenditures		90,386
	Total Primary Care Charges		88,182
	Sliding Fee Discounts - Medical		11,467
	Sliding Fee Discounts - Dental		0
Prepared by: C Renee Hayoz		11/7/2022	

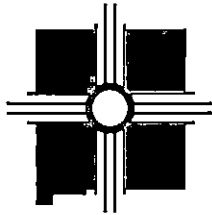
RPHCA Monthly Staffing Pattern

Month: October

Site: QUAY COUNTY FAMILY HEALTH CENT

If you are using a Locum provider, please include them in your monthly staffing with their actual FTE for the month

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
New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: October 7, 2022

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division 

From: Kimberly Wildharber, Staff Manager 

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

1. TSD Program Manager Kimberly Wildharber, Phone # 505-490-1121, will oversee the project(s).
2. The Consolidated Agreement provides funding to Quay County Sheriff's Department to conduct the following project(s) and activities as shown below.
 - BKLUP -- \$1,269.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP -- \$2,272.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2023.
4. A deliverables table is listed in Exhibit B & C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

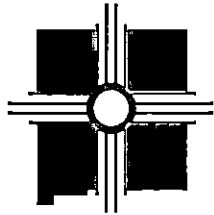
Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

October 7, 2022

Undersheriff Dennis Garcia
Quay County Sheriff's Department
300 South Third Street
Tucumcari, NM 88401

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2023 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town, or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
03-OP-RF-076	State Road Fund				\$1,269.00
03-PT-RF-076	State Road Fund				\$2,272.00

2 CFR Subpart F 200.500-521

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

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

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

Michelle Lujan
Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

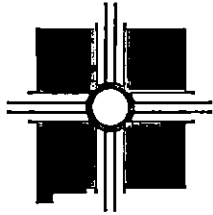
Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

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

If expenditures are less than \$750,000 during your agency's fiscal year 2022, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {22}."

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

Operational Plan

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

Performance Indicators

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

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

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

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

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

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

Sincerely,

DocuSigned by:

E291EAE03FAF441...
Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: October 7, 2022 From: Steven Lujan Location: Traffic Safety Division
Phone: 505-490-1121 Agency: NMDOT
Contractor: Quay County Sheriff's Department
Project No.: 03-OP-RF-076, 03-PT-RF-076

NEW CONTRACT

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

AMENDMENT TO EXISTING CONTRACT

- ☐ Scope of Work
- ☐ Additional Compensation
- ☐ Time extension

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

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

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

Attorney Review Comments

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

☐ Please make corrections on pages

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

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

Other Comments

CONTRACT NUMBER: _____
UNIQUE ENTITY IDENTIFIER: CGFUWRG778F8
SUPPLIER: 0000054395

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Quay County (**Grantee**), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 03-OP-RF-076, \$1,269.00;
 - b. Selective Traffic Enforcement Program (**STEP**), Project No. 03-PT-RF-076, \$2,272.00
 - c. Total Funding awarded per this Agreement \$3,541.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit B - BKLUP/CIOT & Exhibit C - STEP.**
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department’s Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee’s principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Quay County Sheriff's Department
Attn: Undersheriff Dennis Garcia
300 South Third Street
Tucumcari, NM 88401

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Exhibits A, B and C, Scope of Work, Training, Reimbursement and Reporting.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 12:00 a.m. on September 30, 2023, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

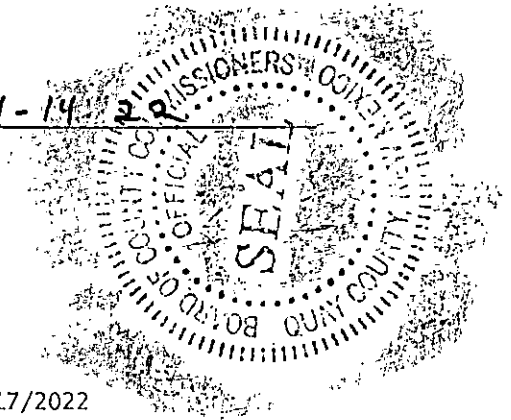
Date: _____

QUAY COUNTY

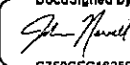
By: Robert Dwyer

Title: Acting Chairman

Date: 11-14-22



Approved as to form and legal sufficiency.

By: 
C750CEC16250458
Assistant General Counsel
Department of Transportation

Date: 10/17/2022

Approved as to form and legal sufficiency.

By: _____
Counsel for Quay County

Date: _____

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

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 03-OP-RF-076

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 18, 2022 to January 1, 2023.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2023.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2023.

"National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2023.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2023.

"National DWI Mobilization Period" means August 18 to September 4, 2023.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$1,269.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$1,269.00

7. **Goals.** The Department's performance goals for the state are to:
- Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.

- b. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.
- 8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 03-PT-RF-076

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 21, 2023 through September 23, 2023.*
2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2023. If the final claim is submitted after October 31, 2023, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and
 - b. training for officers as approved by the Department. Pay for travel and traffic safety related training
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$2,272.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,272.00

7. **Goals.** The Department’s performance goals for the state are as follows:
 - a. Five-year speeding-related fatalities rose by 12.7 percent between 2016 and 2020, and continue to show an upward trend into 2023. During the peak COVID-19 period (2020-2021), speeding-related fatalities increased by 15.6 percent, and were 38.6 percent of all crash fatalities in 2021. Given the projected continued rise in these fatalities, the State has determined to set the five-year average projection of 174.2 as the 2023 target.
 - b. Five-year alcohol-impaired fatalities rose by 13.4 percent between 2016 and 2020, with continued, but with a smaller increase projected between 2020 and 2023. The State has determined to set the five-year average projection of 131.2 as the 2023 target. The State's ENDWI and participation in the National Drive Sober or Get Pulled Over enforcement and media will continue to focus on areas of the State that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups such as young male drivers, motorcyclists and pedestrians.
 - c. Five-year unrestrained occupant fatalities rose by 11.6 percent between 2016 and 2020, and projected five-year data indicate a further 18.5 percent rise in 2023. The State has set the five-year average projection of 138.6 as the 2023 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities. The State requested and participated in an Occupant Protection Assessment in May of 2022 to obtain guidance from NHTSA to improve our OP programs and reduce unrestrained crashes and fatalities.
 - d. The State anticipates being able to increase its seat belt use to at least 90 percent in 2023 and

- although projections indicate 89.8 percent use in 2023, the State has determined to set the 2023 target at 90.1 percent observed use. Until 2021, New Mexico's observed seat belt use percentage had remained above 90 percent since 2011.
- e. Five-year average fatalities rose by 13 percent between 2016 and 2020. 2021 preliminary data indicate a 20 percent increase in fatalities in 2021, with 2022 and 2023 projected increases at similar levels. The State has determined to set the five-year average projection of 446.6 as the 2023 target.
 - f. The methodology used to project the 5-year moving average number of suspected serious injuries for 2023 resulted in a target of 953.5, a 10 percent decrease from the previous year's target, and a larger decrease than in the years since 2016. Therefore, the State has determined a target of 995.4 to be more in-line with the anticipated decrease in the 5-year moving average of suspected serious injuries for 2023.
 - g. Annual motorcyclist fatalities rose from 47 in 2016 to 53 in 2017 and to 55 in 2019 before falling to 46 in 2020. Preliminary data indicate a large rise to 55 in 2021 and projected data show fatalities staying at this level into 2023. As gas prices are anticipated to remain high for some time, and motorcycle travel expected to increase, as evidenced by recent increases in motorcycle sales, the State has determined to set the annual projected target of 54.
 - h. Five-year average under-21 drivers in fatal crashes have risen steadily from 42 in 2016 to 52 in 2020. Preliminary 2021 and projected data indicate continued increases into 2023; therefore the State has determined to set the five-year average projection of 60 as the 2023 target.
 - i. Annual pedestrian fatalities remained in the 74 to 83 range from 2016 to 2020; however 2021 preliminary data indicate a high of 103 fatalities (a 30% increase from 2020), and projected data for 2023 show the number of fatalities remaining at 103. Five-year average data indicate a 26 percent increase in these fatalities, and the State has determined to set the five-year average projection of 93 as the 2023 target.
 - j. Bicyclist fatalities rose from 4 in 2016 to a high of 11 in 2018, then down to 8 in 2020. Preliminary data indicate a reduction to 6 fatalities in 2021, but projections indicate a rise to higher levels close to those in 2018. Given these fluctuations, the State has determined to set the five-year average projection of 9 as the 2023 target.
8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2023 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

State: New Mexico

Fiscal Year: 2023

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

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A Unique Entity identifier;
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –

1. Taking appropriate personnel action against such an employee, up to and including termination;
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a). (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:
Justin Reese 6/28/2022
7805f2035f72403...
Signature Governor's Representative for Highway Safety Date

Justin Reese, Acting Cabinet Secretary

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:	Quay County				
Contract term:	(– 09/30/2023)				
Supplier Number:	0000054395		Address ID:		
Grantee Contact Info					
Project Director and Title:		Undersheriff Dennis Garcia			
Phone:	575-461-2720	E-mail:	dennis.garcia@quaycounty-nm.gov		
Agency Name:		Quay County Sheriff's Department			
Address:		300 South Third Street			
City, State ZIP:		Tucumcari, NM 88401			
TSD Contact Info					
Program Manager:		Kimberly Wildharber	Phone:	505-490-1121	
TSD Finance:		Clarice Marien	Phone:	505-699-1094	
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI		\$0.00			
BKLUP	03-OP-RF-076	\$1,269.00	20100	5100000000	
STEP	03-PT-RF-076	\$2,272.00	20100	5100000000	
Total		\$3,541.00			
PO Entered by TSD Finance:				Date:	
PO Approved by Contracts:				Date:	
Comments:					

Certificate Of Completion

Envelope Id: 1E1C6CF1394B407B9E9C131E241FF205

Status: Sent

Subject: Complete with DocuSign: Quay County SO FFY 2023 TSD Consolidated Agreement.pdf

Source Envelope:

Document Pages: 28

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Kim Wildharber

AutoNav: Enabled

1120 Cerrillos Rd.

Envelope Stamping: Enabled

Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Kimberly.Wildharber@dot.nm.gov

IP Address: 174.205.107.13

Record Tracking

Status: Original

Holder: Kim Wildharber

Location: DocuSign

10/7/2022 10:49:46 AM

Kimberly.Wildharber@dot.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Transportation

Location: DocuSign

Signer Events

Signature

Timestamp

kim

kimberly.wildharber@dot.nm.gov

Contract Manager

New Mexico Department of Transportation

Security Level: Email, Account Authentication
(None)

DS
[Signature]

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.107.13

Sent: 10/7/2022 10:56:04 AM

Viewed: 10/7/2022 10:56:25 AM

Signed: 10/7/2022 10:56:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jeff Barela

Jeff.Barela2@dot.nm.gov

Director

NMDOT

Security Level: Email, Account Authentication
(None)

DocuSigned by:
[Signature]
E291EAE83FAF441...

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.74.20

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Viewed: 10/11/2022 12:10:28 PM

Signed: 10/11/2022 12:10:36 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John P Newell

johnp.newell@dot.nm.gov

State of New Mexico, Dept of Information

Technology

Security Level: Email, Account Authentication
(None)

DocuSigned by:
[Signature]
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Signature Adoption: Uploaded Signature Image

Using IP Address: 164.64.74.20

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Viewed: 10/17/2022 11:11:22 AM

Signed: 10/17/2022 11:14:20 AM

Electronic Record and Signature Disclosure:

Accepted: 3/24/2022 10:26:55 AM

ID: 5ffacc7-1a18-413c-837e-7742d33ff5ce

Daniel Zamora

daniel.zamora@quaycounty-nm.gov

County Manager

Quay County

Security Level: Email, Account Authentication
(None)

Sent: 10/17/2022 11:14:23 AM

Resent: 10/26/2022 3:34:35 PM

Viewed: 11/8/2022 8:28:04 AM

Electronic Record and Signature Disclosure:

Accepted: 10/17/2022 12:02:02 PM

ID: 37327b15-fc78-4435-ae69-0b07009480d7

Signer Events	Signature	Timestamp
Ricky Serna Ricky.Serna@dot.nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rocio Dominguez Rocio.Dominguez@dot.nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/17/2022 2:57:43 PM ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2		
Clarice Marien claricel.marien@dot.nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/13/2022 10:47:31 AM ID: 846eeb11-3e08-47b8-a29a-9b80feef5d7		
Rocio Dominguez Rocio.Dominguez@dot.nm.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/17/2022 2:57:43 PM ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/7/2022 10:56:04 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the General Election held in said county, November 8, 2022, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 14, 2022
Date

ATTEST:

Elle Lurie
Clerk

Leri Rush
Member

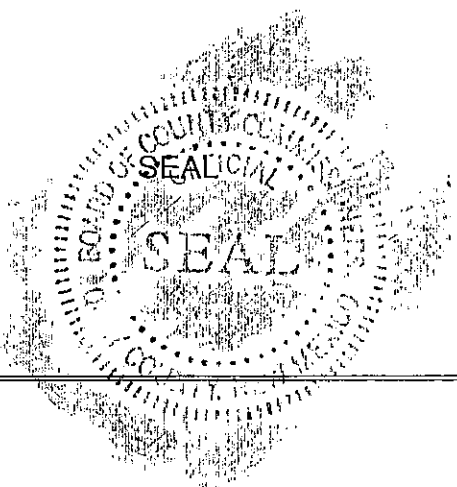
Ron Lurie
Acting / Chairman

Member

Member

Member

Member



Quay County

Canvass of Returns of General Election
Held on November 8, 2022 - State of New Mexico
Summary Bucket Report

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Quay County

Canvass of Returns of General Election
Held on November 8, 2022 - State of New Mexico

Summary Bucket Report

	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
State Auditor																
JOSEPH M MAESTAS (DEM)	119	4	0	0	0	0	0	453	0	0	0	459	0	0	0	1035
TRAVIS STEVEN SANCHEZ (LIB)	70	0	0	0	0	0	0	613	0	0	0	886	0	1	0	1570
State Treasurer																
HARRY B MONTROYA (REP)	85	3	0	0	0	0	0	815	0	0	0	1177	0	1	0	2081
LAURA M MONTROYA (DEM)	118	1	0	0	0	0	0	394	0	0	0	362	0	0	0	875
Commissioner of Public Lands																
JEFFERSON L BYRD (REP)	93	3	0	0	0	0	0	822	0	0	0	1186	0	1	0	2105
STEPHANIE GARCIA RICHARD (DEM)	111	1	0	0	0	0	0	397	0	0	0	358	0	0	0	867
LARRY E MARKER (write in) (IND)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
State Representative - DISTRICT 67																
JACKEY O CHATFIELD (REP)	132	3	0	0	0	0	0	958	0	0	0	1329	0	1	0	2423
Justice of the Supreme Court																
THOMAS C MONTROYA (REP)	93	3	0	0	0	0	0	841	0	0	0	1196	0	1	0	2134
JULIE J VARGAS (DEM)	107	1	0	0	0	0	0	368	0	0	0	343	0	0	0	819
Justice of the Supreme Court																
Position 2																
KERRY J MORRIS (REP)	87	3	0	0	0	0	0	810	0	0	0	1163	0	1	0	2064
BRIANA H ZAMORA (DEM)	115	1	0	0	0	0	0	399	0	0	0	376	0	0	0	891
Judge of the Court of Appeals Position 1																

Quay County

Canvass of Returns of General Election
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Summary Bucket Report

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BARBARA V JOHNSON (REP)	86	3	0	0	0	0	0	789	0	0	0	1134	0	1	0	2013
GERALD EDWARD BACA (DEM)	110	1	0	0	0	0	0	371	0	0	0	343	0	0	0	825
SOPHIE I COOPER (LIB)	5	0	0	0	0	0	0	48	0	0	0	60	0	0	0	113
Judge of the Court of Appeals Position 2																
KATHERINE ANNE WRAY (DEM)	106	1	0	0	0	0	0	381	0	0	0	324	0	0	0	812
STEPHEN P CURTIS (LIB)	12	0	0	0	0	0	0	70	0	0	0	92	0	0	0	174
GERTRUDE LEE (REP)	84	3	0	0	0	0	0	753	0	0	0	1110	0	1	0	1951
Magistrate Judge - MAGISTRATE																
NOREEN L HENDRICKSON (REP)	132	3	0	0	0	0	0	942	0	0	0	1281	0	1	0	2359
County Commissioner At Large Position 3																
TOMMY WALLACE (DEM)	120	2	0	0	0	0	0	469	0	0	0	406	0	0	0	997
BRIAN DALE FORTNER (REP)	83	2	0	0	0	0	0	756	0	0	0	1141	0	1	0	1983
County Sheriff																
DENNIS VICTOR GARCIA (REP)	144	4	0	0	0	0	0	1043	0	0	0	1380	0	1	0	2572
County Assessor																
JANIE L HOFFMAN (REP)	133	4	0	0	0	0	0	984	0	0	0	1345	0	1	0	2467
Probate Judge																
CHRISTINA M WILSON (REP)	127	4	0	0	0	0	0	907	0	0	0	1278	0	1	0	2317

Quay County

Canvass of Returns of General Election
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JUDICIAL RETENTION: Shall MICHAEL E VIGIL be retained as Justice of the Supreme Court Position 12																
Yes	134	2	0	0	0	0	0	623	0	0	0	803	0	0	0	1562
No	51	1	0	0	0	0	0	375	0	0	0	546	0	1	0	974
JUDICIAL RETENTION: Shall JANE B YOHAELEM be retained as Judge of the Court of Appeals?																
Yes	131	2	0	0	0	0	0	616	0	0	0	765	0	0	0	1514
No	51	1	0	0	0	0	0	366	0	0	0	565	0	1	0	984
Constitutional Amendment 1: Proposing an amendment to Article 12, Section 7 of the Constitution of New Mexico to provide for additional annual distributions of the permanent school fund for enhanced instruction for students at risk of failure, extending the school year, teacher compensation and early childhood education; requiring congressional approval for distributions for early childhood education.																
Yes	135	3	0	0	0	0	0	606	0	0	0	753	0	0	0	1497
No	63	1	0	0	0	0	0	524	0	0	0	707	0	1	0	1296

Quay County

Canvass of Returns of General Election
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Constitutional Amendment 2: Proposing to amend Article 9, Section 14 of the constitution of New Mexico to allow public investment to provide access to essential household services, including internet, energy, water, wastewater and other similar services as provided by law, upon the enactment of general legislation by a majority vote of the members elected to each house of the Legislature.																
Yes	121	2	0	0	0	0	0	509	0	0	0	616	0	0	0	1248
No	73	2	0	0	0	0	0	577	0	0	0	813	0	1	0	1466
Constitutional Amendment 3: Proposing to amend Article 6, Section 35 of the Constitution of New Mexico to provide that an appointed judge serve at least one year before a general election is held for the office to which the judge was appointed.																
Yes	134	3	0	0	0	0	0	590	0	0	0	726	0	1	0	1454
No	54	1	0	0	0	0	0	487	0	0	0	691	0	0	0	1233

Quay County

Canvass of Returns of General Election
Held on November 8, 2022 - State of New Mexico
Summary Bucket Report

Bond Question 1: The 2022 Capital Projects General Obligation Bond Act authorizes the issuance and sale of senior citizen facility improvement, construction and equipment acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed twenty-four million four hundred seventy thousand dollars (\$24,470,000) to make capital expenditures for certain senior citizen facility improvement, construction and equipment acquisition projects and provide for a general property tax	Absentee - Machine															
	Absentee - Hand															
	Absentee FWAB															
	Federal Overseas - Hand															
	Federal Overseas - Machine															
	Absentee Provisional - Hand															
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	Early - Hand															
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	Early Provisional - Machine															
	Election Day - Machine															
	Election Day - Hand															
	Election Day Provisional - Hand															
	Election Day Provisional - Machine															
	Total															
Yes	127	3	0	0	0	0	0	596	0	0	0	724	0	1	0	1451
No	67	1	0	0	0	0	0	508	0	0	0	706	0	0	0	1282

Quay County

Canvass of Returns of General Election
Held on November 8, 2022 - State of New Mexico

Summary Bucket Report

Bond Question 2: The 2022 Capital Projects General Obligation Bond Act authorizes the issuance and sale of library acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed nineteen million two hundred sixty-six thousand dollars (\$19,266,000) to make capital expenditures for academic, public school, tribal and public library resource acquisitions and provide for a general property tax imposition and levy for the payment of principal of, interest on and expenses																
	Absentee - Machine	Absentee - Hand	Absentee FWAB	Federal Overseas - Hand	Federal Overseas - Machine	Absentee Provisional - Hand	Absentee Provisional - Machine	Early - Machine	Early - Hand	Early Provisional - Hand	Early Provisional - Machine	Election Day - Machine	Election Day - Hand	Election Day Provisional - Hand	Election Day Provisional - Machine	Total
Yes	116	2	0	0	0	0	0	531	0	0	0	655	0	0	0	1304
No	79	2	0	0	0	0	0	552	0	0	0	763	0	1	0	1397

Quay County

Canvass of Returns of General Election Held on November 8, 2022 - State of New Mexico Summary Bucket Report

Bond Question 3: The 2022 Capital Projects General Obligation Bond Act authorizes the issuance and sale of higher education, special schools and tribal schools capital improvement and acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed two hundred fifteen million nine hundred eighty-six thousand dollars (\$215,986,000) to make capital expenditures for certain higher education, special schools and tribal schools capital improvements and acquisitions and pro																
	Absentee - Machine															
	Absentee - Hand															
	Absentee FWAB															
	Federal Overseas - Hand															
	Federal Overseas - Machine															
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	Election Day - Machine															
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	Election Day Provisional - Hand															
	Election Day Provisional - Machine															
	Total															
Yes	111	2	0	0	0	0	0	516	0	0	0	627	0	0	0	1256
No	81	2	0	0	0	0	0	578	0	0	0	802	0	1	0	1464

QUAY COUNTY
FISCAL YEAR 2022-2023
RESOLUTION No. 20

Authorization of Budgetary Increase to **County Improvements (649)**

WHEREAS, at meeting of the Board of Quay County Commissioners on November 14, 2022 the following was among the proceedings;

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

State Fund 30300
Budgetary Increase


	<u>DEBIT</u>	<u>CREDIT</u>
30300-0001-47300 State Legislative Appropriations		\$550,000
30300-2002-55030 Contract – Professional Services	\$550,000	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **State Legislative Appropriations contract fully executed for road improvements to Quay Road AP**

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

DONE at Tucumcari, County of Quay, New Mexico this 14th day of November, 2022.

Franklin McCasland, Commissioner



Robert Lopez, Commissioner

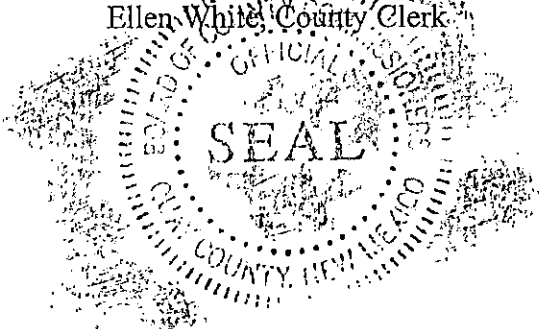


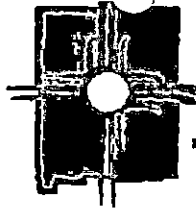
Jerri Rush, Commissioner

ATTEST:



Ellen White, County Clerk





New Mexico DEPARTMENT OF
TRANSPORTATION

I N T R A D E P A R T M E N T A L C O R R E S P O N D E N C E

Subject: Capital Outlay Grant Agreement for Signature

Date: August 1, 2022

To: Ricky Serna, Cabinet Secretary

Through: Clarissa Martinez, Project Oversight Division

From: Amanda Padilla, District 4 Liaison

This IDC shall serve as justification for the attached Capital Outlay Grant Agreement for:
Appropriation ID G3155, CN: C4223155, Quay County, to plan, design and construct road improvements to Quay road AP in Quay county. The Project Oversight Division (POD) is submitting this Agreement for your review and signature.

Contact Person for the Quay County: Larry Moore, Road Superintendent
Total Dollar Amount of Agreement: \$550,000
Expiration Date of Agreement: 6/30/2026

POD prepares grant agreements for Capital Outlay Projects listed in the Capital Outlay funding bill(s) appropriated by the New Mexico State Legislature and signed by the Governor. The 2022 Capital Outlay projects are funded with Severance Tax bonds, are reimbursement only, and follow the State Fiscal Year of July 1st. through June 30th. The bill(s) specify the project description, funding amount, and reversion date. POD incorporates the provisions and project descriptions (law language) listed on the bill(s) into each Agreement.

In 2010 the Department of Finance and Administration required all State Agencies to utilize a standard boilerplate agreement. The attached agreement was prepared using this standard boilerplate. The Office of General Counsel (OGC) reviews and signs each grant agreement prepared by the Project Oversight Division.

If you have additional questions regarding the attached agreement, please contact Clarissa Martinez at 505-699-9946.

Thank you.

**QUAY COUNTY
FISCAL YEAR 2022-2023
RESOLUTION NO. 21**

**Resolution Supporting the New Mexico Counties
2023 Legislative Priorities**

WHEREAS, in September 2022, the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2023 session; *and*

WHEREAS, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

1. HB 2 Appropriations

Detention Reimbursement Fund

Increase the County Detention Facilities Reimbursement Act fund to reimburse counties for the cost of housing New Mexico Corrections Department (NMCD) inmates.

- Currently the fund is \$5 million.
- According to the New Mexico Sentencing Commission, the five-year average cost to house NMCD inmates is \$7.5 million.

Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to make such payment.
- Counties should not be responsible to pay for state prisoner extradition.

Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government emergency medical services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state.
- Emergency medical services are vital to the health and welfare of New Mexico citizens.

2. Public Safety Package

Return to Work

- Local governments struggle to fill critical public safety positions.
- Allowing able and willing retirees to return to work would create a pool of qualified applicants to fill essential public safety positions.

Recruitment and Retention

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Staffing Crisis in Fire & EMS

Create a Fire and EMS fund at \$50 million to support volunteer and paid staff.

- Many New Mexico fire departments are volunteer or combination departments; number of volunteers has greatly declined.
- Call volume and large events continues to rise in New Mexico.

3. Courthouse Funding

Create a fund for construction and renovation for state district courthouses.

4. IPRA Election Related Records & Data

Clearly define how IPRA relates to election records and data.


- Need clear guidance on many aspects related to elections records and data that may be subject to IPRA.
- (2) NMSA 1-12-69. A. and G. 1-12-70.

NOW, THEREFORE, BE IT RESOLVED that the ^{Quay}[County Name] Board of County Commissioners does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2023 session.

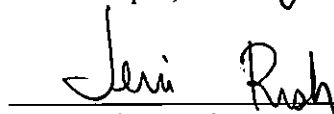
PASSED, APPROVED AND ADOPTED by the governing body at its meeting on November 14, 2022.

QUAY COUNTY COMMISSIONERS

Franklin McCasland, Chairman

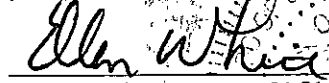


Robert Lopez, Member

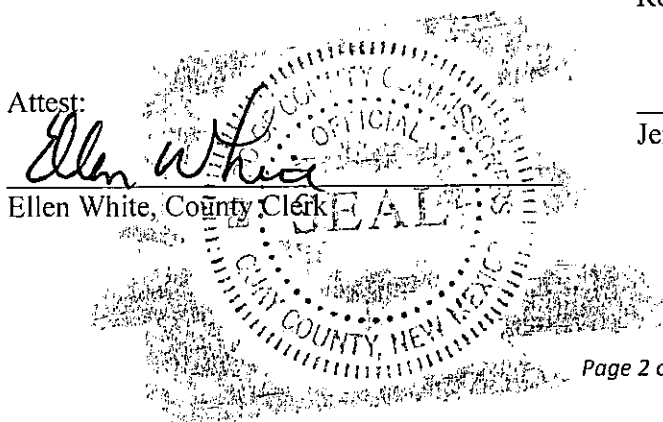


Jerri Rush, Member

Attest:



Ellen White, County Clerk



**Agreement Between
The Board of County Commissioners of
Quay County, New Mexico and
The Board of County Commissioners of
Lincoln County, New Mexico
to House Inmates at
the Lincoln County Detention Center**

I. General Provisions.

A. Parties.

The parties to this agreement are:

1. The Board of County Commissioners of Quay County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-19-1 (1923), to be referred to as "Quay County," and
2. The Board of County Commissioners of Lincoln County, New Mexico, a political subdivision of the State of New Mexico established under N.M.S.A. 1978, § 4-14-1 (1868), to be referred to as "Lincoln County."

B. Parties Includes Officials, Employees, Agents, Etc.

The parties agree that references to the parties shall be understood, where the context is appropriate, as including all their elected officials, directors, officers, employees, agents, contractors, licensees, invitees, and visitors.

C. Purpose.

The purpose of this agreement is to provide for the housing of Quay County inmates on a space-available basis at the Lincoln County Detention Center, 511 Hangar Lane, Carrizozo, New Mexico 88301.

II. Essential Provisions.

A. Compensation.

Quay County shall pay Lincoln County Eighty-Five Dollars and 00/100 (\$85.00) per full or partial calendar day for each Quay County inmate confined at the Lincoln County Detention Center.

Effective July 1, 2023, and every July 1st thereafter, the daily rate will increase by 5% of the then-current rate.

B. Billing.

Lincoln County shall bill Quay County on a monthly basis.

Bills shall list each inmate by name and booking number and include the dates of incarceration, the total number of days billed, and the total charges for the month. Quay County shall pay the bill within thirty days.

A late charge of 1.5% shall accrue monthly for bills not paid within forty-five days of the billing date.

C. Term.

The term of this agreement shall be for one year, which shall commence on the date it has been executed by both parties.

The agreement shall automatically renew for three additional one-year terms for a maximum length of four years, on the anniversary of its commencement unless either party gives written notice to the other of its intent to not renew the agreement. Such notice shall be given at least thirty (30) days before the expiration of the term.

D. Termination.

Either party may terminate this agreement upon thirty (30) days' notice to the other party.

A termination of the agreement shall not be effective until such time as all of Quay County's inmates have been removed from the Lincoln County Detention Center.

A termination does not cancel any obligations already incurred for performance or a failure to perform before the date of termination.

E. No Assignment or Subcontracting.

The parties agree that they may not assign or subcontract this agreement.

III. Procedures

A. Inmate Acceptance.

Housing of inmates at the Lincoln County Detention Center is subject to space being available.

The Warden of the Lincoln County Detention Center shall have the right to refuse the housing of any inmate at the Lincoln County Detention Center. The Warden's decision shall be final.

B. Juveniles.

No juvenile inmates shall be accepted by the Lincoln County Detention Center.

C. Inmate Records.

Quay County shall supply to Lincoln County copies of all documents justifying the detention of an inmate, e.g. criminal complaints, arrest warrants, court orders.

Quay County shall supply to Lincoln County inmate medical records that Quay County possesses.

D. Transportation.

Quay County shall be responsible for all transportation costs to and from the Lincoln County Detention Center. This includes transportation to and from facilities of the New Mexico Corrections Department, other jails, and to medical facilities.

E. Inmate Possessions

Lincoln County will store and keep safe all inmate personal property taken from Quay County inmates upon arrival at the Lincoln County Detention Center.

F. Medical Care at the Detention Center.

Lincoln County shall provide routine on-site medical care, routine dental care, and routine mental health care for Quay County's inmates while they are housed at the Lincoln County Detention Center. Lincoln County may provide this care through a contracted provider.

G. Medical Care Off-Site.

Quay County is liable for and shall reimburse Lincoln County for the costs of any off-site medical, dental, and mental health care.

Lincoln County shall provide Quay County notice within twelve hours of off-site care rendered to Quay County inmates.

Quay County shall be responsible for arranging and paying for security for any inmate whose is confined to a medical facility for longer than twelve hours.

H. Medicines.

Quay County is liable for and shall reimburse Lincoln County for the costs of any medicines or vaccines administered to its inmates.

I. Inspections.

Quay County may inspect the Lincoln County Detention Center at reasonable times. Inspections shall be coordinated with the Warden of the Lincoln County Detention Center.

J. Records and Audits.

Lincoln County shall keep records for Quay County inmates in the same manner it keeps them for Lincoln County inmates.

Lincoln County agrees that inmate records, including medical records and billing records, shall be subject to inspection and audit by Quay County.

IV. Compliance with Laws.

A. Licenses and Permits.

Lincoln County agrees to obtain all licenses or permits necessary for the operation of the Lincoln County Detention Center and will be solely responsible for the costs of the licenses or permits.

B. Anti-discrimination laws.

Lincoln County agrees that it shall comply with all Federal, state, and local anti-discrimination laws, including:

- 1) the Civil Rights Act of 1964, Pub. L. 88-352, 78 Stat. 741;
- 2) the Age Discrimination in Employment Act of 1967, Pub. L. 90-202, 81 Stat. 602;
- 3) the Rehabilitation Act of 1973, Pub. L. 93-112, 87 Stat. 355;
- 4) the Older Americans Amendments Act of 1975, Pub. L. 94-135, 89 Stat. 713;
- 5) the Americans with Disabilities Act of 1990, Pub. L. 101-336, 104 Stat. 327;
- 6) the Civil Rights Act of 1991, Pub. L. 102-166, 105 Stat. 1071;
- 7) the ADA Amendments Act of 2008, Pub. L. 110-325, 122 Stat. 3553;
- 8) the Human Rights Act, N.M.S.A. 1978, § 28-1-1 et seq.; and
- 9) the Fair Pay for Women Act, N.M.S.A. 1978, § 28-23-1 et seq.

C. Federal, State, and Local Laws.

Lincoln County acknowledges that it is subject to Federal, state, and local laws and will comply with them.

V. Contract Interpretation Provisions.

A. Entire Agreement.

The parties agree that this document constitutes the entire agreement between them and any prior agreements or understandings between them have been merged into this document.

B. Amendments.

The parties agree that amendments to this agreement shall be done in writing and signed by representatives of them in the same manner that this contract was executed.

C. Severability.

The parties agree that if any part of this agreement is found to be unenforceable under present laws or those enacted during the term of this agreement, then the illegal parts of this agreement shall be severed from the agreement and the remaining parts shall continue in force.

D. Waivers.

No waiver of any breach or default shall constitute a waiver of any subsequent default or breach.

E. Choice of Law.

The parties agree that the laws of the State of New Mexico shall govern the interpretation of this agreement.

F. Forum-Selection.

The parties agree that the exclusive forum for disputes under this agreement shall be the Twelfth Judicial District Court of the State of New Mexico sitting in Lincoln County.

If the Twelfth Judicial District Court finds that the amount in question in the suit is below its jurisdictional limits, the parties agree that the exclusive forum for disputes shall lie instead with the Lincoln County Magistrate Court.

G. Federal Court.

The parties hereby waive their rights to file in or remove to Federal court any suit brought under this agreement.

H. Running of Time.

If the deadline for any act required under this agreement falls upon a Saturday, Sunday, legal holiday, or other day that the Lincoln County offices are closed, then the act shall be timely if done on the next weekday that Lincoln County offices are open.

I. Notices.

The parties agree to make any notices required under this agreement in writing. Any notices declaring a default or terminating this agreement shall be sent to the parties at the addresses below by the U.S. Postal Service or commercial carrier using a method of delivery that requires the addressee to sign for the item. Examples of such methods are certified mail, registered mail, and express mail.

Notices shall be sent to Quay County as follows:

Board of County Commissioners of Quay County
Attn: County Manager
300 South Third Street/P.O. Box 1246
Tucumcari, NM 88401

Notices shall be sent to Lincoln County as follows:

Board of County Commissioners of Lincoln County
Attn: County Manager
P. O. Box 771
Carrizozo, New Mexico 88301

(signature page follows)

THE BOARD OF COUNTY COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Its: Chair

Date:

11-14-22



Attest: Ellen L. White
Ellen L. White
Quay County Clerk

Approved as to Form:

Warren Frost, Esq.
Quay County Attorney

Date: _____

THE BOARD OF COUNTY COMMISSIONERS OF
LINCOLN COUNTY, NEW MEXICO

By: Thomas F. Stewart
Its: Chair

Date: _____

Attest: _____
Whitney Whittaker
Lincoln County Clerk

Approved as to Form:

Alan P. Morel, Esq.
Lincoln County Attorney

Date: _____

DATE/22	NAME	ROAD	BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
10/17/22	TONY	RT. 66		1100-1300	2.00	
10/18/22	TONY	RT 66		0000-0600	6.00	
	STAN	QUAY ROAD 101		1000-1300	3.00	
	STAN	QUAY ROAD M		9600-9800	2.00	
10/19/22	STAN	QUAY ROAD 101		0700-1000	3.00	
	STAN	QUAY ROAD 101		1000-1150	1.50	
10/20/22	TONY	RT. 66		1300-1700	5.00	
	STAN	QUAY ROAD M		9800-10100	3.00	
	STAN	QUAY ROAD 96		1000-1200	2.00	
10/24/22	TONY	QUAY ROAD AJ		6300-6400	1.00	
10/26/22	TONY	QUAY ROAD AJ		6200-6300	1.00	
	TONY	QUAY ROAD 66.5		4000-4100	1.64	
	TONY	QUAY ROAD AO		6475-6675	2.80	
	TONY	QUAY ROAD 65		4100-4175	0.73	
	TONY	QUAY ROAD 62		3400-3500	1.00	
10/27/22	TONY	QUAY ROAD 65.5		2700-2900	2.00	
	TONY	QUAY ROAD 62		3500-3600	1.00	
	TONY	QUAY ROAD 62		3300-3400	1.00	
				TOTAL	39.67	