



# Quay County Government

300 South Third Street, Tucumcari, NM 88401

Post Office Box 1246

Phone: (575)461-2112 Fax: (575) 461-6208

## AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS December 11<sup>th</sup>, 2023

### 9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session November 13<sup>th</sup>, 2023

Approval/Amendment of Agenda

### Public Comment

### New Business

- I. **C. Renee Hayoz, Quay County Health Center Administrator**
  - Presentation of **November 2023 RPHCA Report**
  - Request Approval of **November RPHCA Invoice**
- II. **Vickie Gutierrez, Dr. Dan C. Trigg Hospital Administrator**
  - Presentation of **Dan C Trigg Quarterly Report**
  - Request Approval of **Mill Levy and Gross Receipts Tax Payment**
- III. **Stephen Salas, Quay County Road Superintendent**
  - Request Approval of **First Amendment to Transportation Project Fund LP40049**
  - Request Approval of **Resolution No. 26 Participation in Transportation Project Fund Program**
  - Presentation of **Blade Report**
  - Presentation of **Road Update**
- IV. **Johnny Reid, Quay County Detention Center Administrator**
  - Request Approval of **Agreement for Detainee Confinement Between Roosevelt and Quay County**
  - Request Approval of **TEK84 Body Scanner Quote**
- V. **Dennis Garcia, Quay County Sheriff**
  - Request Approval of **2023-2024 NMDOT STEP and BKLUP Grant Agreement**
- VI. **Lucas Bugg, Quay County Fire Marshall**



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Quay County, NM Ellen White - County Clerk, County Cle

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- Presentation of **EMS Annual Service Report (District 1)**
- Request Approval of **EMS Fund Local Funding Program Application (District 1)**

**VII. Dana Leonard, Quay County Assessor and GIS Technician**

- Request Approval of **Resolution No. 29 Updating Appraiser Certification Compensation**

**VIII. Samantha Salas, Quay County Finance Director**

- Request Approval of **FY 2023-2024 Resolution No. 27 Budget Increase for Law Enforcement Recruitment Fund**
- Request Approval of **Resolution No. 28 Budget Increase for Cannabis Regulation Act Fund**

**IX. Daniel Zamora, Quay County Manager**

- Request Approval of **Economic Development Service Agreement**
- Request Approval of **Resolution No. 30 Updating Personnel Policy 9.7 Overtime Pay and Compensatory Time for Nonexempt Employees**
- Request Approval of **FY 2023-2024 Resolution No.25 Commission Meeting Dates and Requirements in Compliance with the NM Open Meetings Act**
- Request Approval of **2024 Quay County Holiday Schedule**
- Request Approval of **Professional Medical Service Agreement (QCDC)**
- Presentation of **November GRT Report**
- **Manager's Report**

**X. Indigent Claims Board**

- **Call Meeting to Order**
- Request Approval of **Indigent Minutes**
- Request Approval of **Indigent Claims**
- **Adjourn**

**XI. Request Approval of Accounts Payable**

**XII. Request for Closed Executive Session**

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

**XIII. Robert Lopez, Quay County Commission Chairman**

- **Proposed action, if any, from Executive Session**

**XIV. Adjourn**

## **REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS**

**December 11, 2023**

**9:00 A.M.**

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 11<sup>th</sup> day December, 2023 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:**

Robert Lopez, Chairman  
Jerri Rush, Member  
Brian Fortner, Member  
Ellen White, County Clerk  
Daniel Zamora, County Manager

### **OTHERS PRESENT:**

Samantha Salas, Quay County Finance Director  
Stephen Salas, Quay County Road Department Superintendent  
Johnny Reid, Quay County Detention Center Administrator  
Andrea Page, Administrative Assistant, Quay County Manager's Office  
Lucas Bugg, Quay County Fire Marshall  
Dana Leonard, Quay County Assessor  
Renee Hayoz, PMS Health Clinic Administrator  
Erin Smith, NMSU Family & Consumer Science/4H Agent  
Vickie Gutierrez, Dan C. Trigg Memorial Hospital Administrator

The meeting was called to order by Chairman, Robert Lopez as he led the Pledge of Allegiance.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the November 13, 2023 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

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

### **Public Comments:**

Erin Smith, introduced herself as the new Family & Consumer Science/4H Agent for the Quay County Extension Office.

### **NEW BUSINESS:**

Renee Hayoz, PMS Medical Clinic Administrator, presented the monthly RPHCA Reports for November, 2023. Reports are attached to these minutes. Hayoz reported the following items of interest:

- The clinic will host a reception of Jessica Knight on January 2, 2024. Knight is retiring. The clinic has two candidates being considered as her replacements.
- The clinic pharmacy has new software, aiding them to be more efficient.
- The clinic is in need of a bigger refrigerator to properly store various vaccines. Zamora noted, the County has funds set aside for this purchase.

Hayoz provided the invoice for services provided by the PMS Clinic for the Detention Center in the amount of \$8,185.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve payment. MOTION carried with all members voting “aye”. A copy of the invoice is attached.

Vickie Gutierrez, Dan C. Trigg Memorial Hospital Administrator, presented the Quarterly Report from the hospital for the time period ending October, 2023. A copy is attached.

Gutierrez requested distribution of Mill Levy and Gross Receipts Tax Payment for this quarterly period. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the payment. MOTION carried with all members voting “aye”.

Quay County Road Superintendent, Stephen Salas, gave the following road updates:

- Blade Reports were distributed totaling 109.84 miles.
- Requested approval of the First Amendment to the Quay Road 63 Transportation Project. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Amendment. MOTION carried with all members voting “aye”. A copy is attached.
- Requested approval of Resolution No. 26; Participation in the Department of Transportation TPF Program. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve Resolution No. 26. MOTION carried with all members voting “aye”. A copy is attached.
- The transport truck will be getting a new motor.

Johnny Reid, Quay County Detention Center Administrator, requested approval of the following items:

- Agreement between Quay County and Roosevelt County for Inmate Confinement. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Approval to purchase the TEK84 Body Scanner. Commissioner Rush expressed a concern regarding the extended warranty. Following the discussion, A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to table action until more information regarding the extended warranty can be obtained. MOTION carried with all members voting “aye”.

In the absence of Quay County Sheriff, Dennis Garcia, Zamora requested approval of the 2023-2024 NMDOT STEP (\$2,508.00) and BKLUP (\$1,269.00) Grant Agreements. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Grant Agreements. MOTION carried with all members voting “aye”. Copies are attached.

Lucas Bugg, Quay County Fire Marshall, requested approval of the following items:

- FY2025 EMS Annual Service Report for District 1. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Report. MOTION carried with all members voting “aye”. A copy is attached.
- FY2025 EMS Fund Act Program Application for District 1. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Application. MOTION carried with all members voting “aye”. A copy is attached.

Dana Leonard, Quay County Assessor, requested approval of Resolution No. 29; Updating Appraiser Certification Compensation. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve Resolution NO. 29. MOTION carried with all members voting “aye”. A copy is attached.

Samantha Salas, Quay County Finance Director, requested approval of the following Resolutions:

- Resolution No. 27; Budget Increase for Law Enforcement Fund totaling \$225,000.00 for full time positions as appropriated from the Law Enforcement Grant. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve Resolution No. 27. MOTION carried with all members voting “aye”. A copy is attached.
- Resolution No. 28; Budget Increase for Cannabis Regulation Act (\$30,000.00). A MOTION was made Brian Fortner, SECONDED by Jerri Rush to approve Resolution No. 28. MOTION carried with all members voting “aye”. A copy is attached.

Daniel Zamora, Quay County Manager, requested approval of the following items:

- Approval of Economic Development Service Agreement. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Approval of Resolution No. 30; Updating Personnel Policy 9.7 Overtime Pay and Compensatory Time for Nonexempt Employees. A MOTION was made Jerri Rush, SECONDED by Brian Fortner to approve Resolution No. 30. MOTION carried with all members voting “aye”. A copy is attached.
- Approval of FY 2023-2024 Resolution No. 25; Commission Meeting Dates and Requirements in Compliance with the NM Open Meetings Act. Due to various conflicts the meeting originally set for January 8<sup>th</sup> will be set for January 4<sup>th</sup>. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve Resolution No. 25 with the January meeting date change. MOTION carried with all members voting “aye”. A copy is attached.

- Approval of 2024 Quay County Holiday Schedule. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the 2024 Holiday Schedule. MOTION carried with all members voting “aye”. A copy is attached.
- Approval of Professional Medical Service Agreement provided for Detention Center Inmates. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Presentation of November GRT Report.
- Reported the Medical Insurance will be an increase of 10% beginning in 2024.
- Reminder of the Employee Appreciation Dinner set for Friday, December 15<sup>th</sup>.

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

--- INDIGENT CLAIMS ---

Indigent Claims Board meeting was adjourned and meeting was returned to Regular Session. Time noted 10:05 a.m.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending December 7, 2023. MOTION carried with Rush voting “aye”, Lopez voting “aye” and Fortner voting “aye”.

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

- Section 10-15-1(H)2; Pertaining to Limited Personnel Matters.
- Section 10-15-1(H)7; Pertaining to Threatened or Pending Litigation.
- Section 10-15-1(H)8; Pertaining to Purchase, Acquisition or Disposal of Real Property or Water Rights.

THE MOTION carried with Rush voting “aye”, Fortner voting “aye” and Lopez voting “aye”.

Time noted 10:10 a.m.

---Executive Session---

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


Chairman Lopez requested approval of the following items from Executive Session:

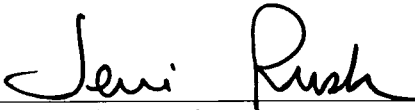
- Approval of the Purchase Agreement between Quay County and Rafter E, LLC for the property located at 511 S. Second Street in Tucumcari to move the Dispatch Center into. The purchase price is \$190,000.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Agreement. MOTION carried with all members voting “aye”. A copy is attached.
- Approval for end of year incentive pay for all Quay County employees in the amount of \$375.00. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the pay. MOTION carried with all members voting “aye”.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". Time noted 11:05 a.m.

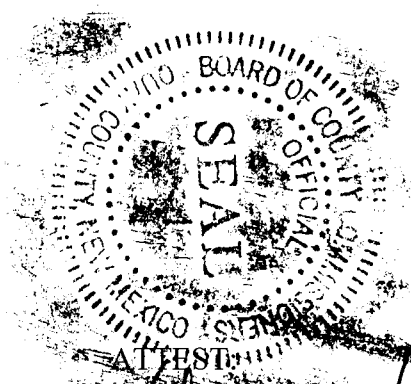

Respectfully submitted by Ellen White, Quay County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

  
Robert Lopez, Chairman

  
Jerri Rush, Member

  
Brian Fortner, Member

  
  
Ellen White, County Clerk

**RPHCA Program**  
**Monthly Level of Operations Form**

revised 7/7/15

<b>Organization Name: Presbyterian Medical Services</b>		<b>Contract #</b>	25221
<b>Reporting Site: Quay County Family Health Center</b>		<b>Report Month/Year:</b>	11/01/23
<b>Action Plan Item</b>		<b>Actual Monthly Level</b>	
<b>Level of Operations</b>	Total Number of Primary Care Encounters		
	By Provider Type:		
	Physician Encounters		388
	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		38
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		147
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 <sup>rd</sup> Party Encounters		66
Medicare Encounters		133	
100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Encounters		4	
<b>Unduplicated Number of Users</b>	Total # of unduplicated users		104
	At or Below Poverty		50
	Between Poverty and 200% of Poverty		44
	Above 200% of Poverty		10
<b>Staffing Level</b>	Administrative Staff	3.2	
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2.5	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
	Clinical Support Staff	2	
	All Other Staff	0.5	
<b>Prior Month's Primary Care Financial Information</b>	<b>Please enter the month being reported: June</b>		
	Total Primary Care Revenues - all sources		85,880
	Sliding Fee Revenues - Medical		3,503
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		35,343
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 <sup>rd</sup> Party Revenues		5,072
	Medicare Revenues		17,767
	100% Self Pay (non-discounted/non-3 <sup>rd</sup> party) Patient Revenues		184
	Contracts/Grants Revenues (including RPHCA)		24,011
	Total Primary Care Expenditures		88,386
	Total Primary Care Charges		91,895
	Sliding Fee Discounts - Medical		8,008
	Sliding Fee Discounts - Dental		0
Prepared by: C Renee Hayoz		12/4/2023	



### RPHCA Monthly Staffing Pattern

Month: November 2023
Site: Quay Co Family Health Center

*If you are using a Locum provider, please include them in your monthly staffing with their actual FTE for the month - see below for example. In this example, the budgeted 1.0 Nurse Practitioner is vacant, and the site used a 0.8 Locum Physician for the month. **Please ensure all staffing is reported. For example, If you have a Medical Director or provider from another site, etc. who does not always generate encounters at your site, but does for the month being reported, they need to be included in your staffing.***

[illegible]

PRESBYTERIAN MEDICAL SERVICES  
QUAY COUNTY FAMILY HEALTH CENTER  
1302 EAST MAIN STREET  
TUCUMCARI, NM 88401

Invoice No.

Nov-23

## INVOICE

**Customer**

Name Quay County  
Address PO Box 1246  
City Tucumcari State NM ZIP 88401  
Phone

**Misc**

Date 12/4/2023  
Order No.  
Rep  
FOB

Qty	Description	Unit Price	TOTAL
	Quay RPHCA Contract- MOA #25221 Baseline/Annual Reports		
1	Contract Balance \$ Daily operations of Quay County Family Health Center - <b>November</b>	\$ 8,185.00	\$ 8,185.00
		SubTotal	\$ 8,185.00
		Shipping	
		Tax Rate(s)	
		<b>TOTAL</b>	<b>\$ 8,185.00</b>

**Payment**

Select One...

Comments

Name

CC #

Expires

PMS Contract Authorization #

Please remit payment to the address above. Any questions call 575-461-2200

We appreciate your confidence in our team!



# **PRESBYTERIAN**

## **Dr. Dan C. Trigg Memorial Hospital**

**Report to Quay County Commission**

**December 2023**

### **2023 Volumes**

- Inpatient admissions at 89 to end of October – admitting observation, inpatient, respite care and swing bed patients
- Emergency Department visits at 4,303 – including multiple traumas, seizures, cardiac, fractures and behavioral health patients.
- ED transfers to higher level of care facility: 10.46% of ED visits. Patients are transferred for multiple diagnosis' – primarily needing specialty care such as ICU, orthopedics, cardiology, or surgical services.
- Total patient encounters YTD 25,990 to end of October.

### **Financial:**

Financial Indicators	2022	YTD 2023
Net Margin	(3%)	-1.6%
Net Margin Target	(1.7%)	-5.0%

- DCT provided \$1,315,000 in Charity care YTD vs \$1,054,000k at same point in 2022.

### **General Updates**

- Hospital is having to utilize travelers in radiology (2), nursing (2), and lab (2). These are hard-to-fill positions and we are actively recruiting for those. 2 new grad RNs started November 2023.

DATE/23	NAME	ROAD BLADED	BLOCKS	MILES
11/1/23	QUADE	QUAY ROAD AP	3500-3800	3.00
	QUADE	QUAY ROAD 38	4000-4100	1.00
	QUADE	QUAY ROAD AO	3800-3900	1.00
	QUADE	QUAY ROAD 36	4200-4300	1.00
	TONY	QUAY ROAD E	8850-9300	4.50
11/2/23	CREW	EVANS		
	CREW	QUAY ROAD AL		
	TONY	QUAY ROAD E	8500-8850	3.50
	QUADE	QUAY ROAD 36	3500-4200	7.00
11/6/23	QUADE	QUAY ROAD 34	3500-3675	1.75
	QUADE	QUAY ROAD AS	3400-3600	2.00
	DONALD	QUAY ROAD 55	1900-2000	1.00
	DONALD	RT 66	1300-1700	4.00
11/7/23	QUADE	QUAY ROAD AP	3500-3600	1.00
	QUADE	QUAY ROAD AS	3100-3400	3.00
	QUADE	QUAY ROAD 33	4200-4300	
	ANTONIO	QUAY ROAD AH	7000-7100	1.00
	ANTONIO	QUAY ROAD 70	3300-3400	1.00
	ANTONIO	QUAY ROAD 71	3300-3400	1.00
	ANTONIO	QUAY ROAD X	7100-7200	1.00
	ANTONIO	QUAY ROAD 72	2200-2400	2.00
11/8/23	LARRY	QUAY ROAD Q	4300-4500	2.00
	LARRY	QUAY ROAD P	4500-4600	1.00
	LARRY	QUAY ROAD 48	1500-1700	2.00
	LARRY	QUAY ROAD 47	1500-1600	1.00
	QUADE	QUAY ROAD 35	4200-4400	2.00
	QUADE	QUAY ROAD 38	4300-4500	2.00
	QUADE	QUAY ROAD AS	3800	
11/14/23	DANIEL	QUAY ROAD AI	6300-7200	
	DANIEL	LESBIA RD	6450-6500	
	DONALD	QUAY ROAD K	5900-6100	2.04
	DONALD	RT. 66	0005-0007	1.70
	DONALD	QUAY ROAD M	5900-6000	1.00
11/15/23	ANTONIO	QUAY ROAD AC	6100-6183	0.83
	ANTONIO	QUAY ROAD 61	2800-3100	3.00
	DANIEL	QUAY ROAD AF	5900-6200	6.00
	TONY	QUAY ROAD 93	0600-1200	6.00
11/16/23	DANIEL	QUAY ROAD AD	6300-6850	12.92
	DANIEL	MINE CANYON	7000-7500	10.00
	TONY	QUAY ROAD F	8300-8400	1.00
	TONY	QUAY ROAD K	6600-6700	1.00
	TONY	QUAY ROAD K	8300-8400	1.00
	TONY	QUAY ROAD K	7000-8000	1.00
11/20/23	ANTONIO	QUAY ROAD 61	3975-4050	0.75
	ANTONIO	QUAY ROAD 60.2	4020-4049	0.29
	ANTONIO	QUAY ROAD 60	4000-4075	0.75

	ANTONIO	QUAY ROAD 59.5	4050-4065	0.15
	ANTONIO	SOUTH 8TH ST	3000-3100	0.15
	ANTONIO	SOUTH 9TH ST	3000-3200	0.25
	ANTONIO	W. SIERRA	0400-1100	0.50
11/27/23	ANTONIO	QUAY ROAD AC	6300-6392	0.92
	ANTONIO	QUAY ROAD AC	6215-6298	0.84
	DONALD	QUAY ROAD T	6500-6650	1.50
	DONALD	QUAY ROAD S	6400-6600	2.00
	DONALD	QUAY ROAD 66	1800-2000	2.00
11/30/23	TONY	QUAY ROAD K	8400-8550	1.50
	TONY	QUAY ROAD J	9600-9700	1.00
		<b>TOTAL</b>		<b>109.84</b>

## ADDITIONAL WORK TO ROAD/COMMENTS

POTHLES FILLED  
POTHLES FILLED SOUTH OF INTERSTATE

FIXED WATER CROSSING

PATCHWORK

PATCHED WASHOUT

MOWED BOTH SIDES OF ROAD  
MOWED BOTH SIDES OF ROAD

MOWED BOTH SIDES OF ROAD

MOWED BOTH SIDES OF ROAD

Contract No.	<u>D19982/1</u>
Vendor No.	<u>0000054395</u>
Control No.	<u>LP40049</u>

## **FIRST AMENDMENT TO TRANSPORTATION PROJECT FUND**

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Quay County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

### **RECITALS**

**Whereas**, the Department and the Public Entity entered into an Agreement, Contract No. D19982, on 10/19/2023 and,

**Whereas**, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

**Whereas**, the Department and the Public Entity want to waive the Public Entity's 5% matching share, as provided for under NMSA 1978, Section 67-3-78; and,

**Whereas**, the State Transportation Commission approved the Project changes on January 19, 2023; and,

**Whereas**, the parties agree to modify this Agreement.

**Now, therefore**, the Department and the Public Entity agree as follows:

1. Section 2a and 2b, Project Funding, is deleted and replaced by the following:

**2. Project Funding.**

a. The estimated total cost for the Project is Three Hundred Forty One Thousand Seven Hundred Thirty Two Dollars and Ninety Three Cents (\$341,732.93) to be funded in proportional share by the parties as follows:

1. Department shall fund the Project from the following Programs:

TPF State Fund	95%	\$324,646.28
Match Waiver Program	5%	\$17,086.65

QR-63 (Phase 1)

2. The Public Entity's required proportional matching of 5% is **Waived**

3. Total Project Cost

\$341,732.93

- b. The Public Entity shall pay all Project costs, which exceed the total amount of Three Hundred Forty One Thousand Seven Hundred Thirty Two Dollars and Ninety Three Cents (\$341,732.93).

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

**The remainder of this page is intentionally left blank.**



In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**New Mexico Department of Transportation**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: \_\_\_\_\_  
Assistant General Counsel

Date: \_\_\_\_\_

**Quay County**

By: *[Signature]*

Date: 12-11-23

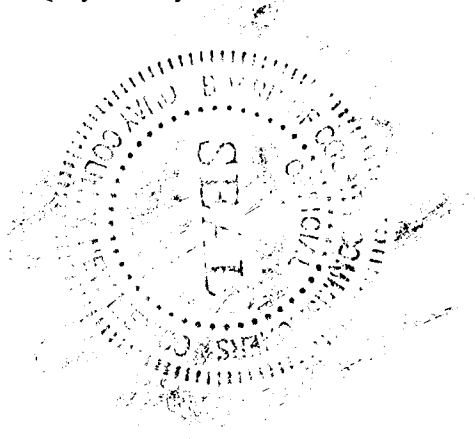
Name: Robert Lopez

Title: Chairman

**ATTEST:**

By: *[Signature]*  
Quay County Clerk

Date: 12-11-23





# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

RESOLUTION NO. 26

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM  
ADMINISTERED  
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the Quay County and the New Mexico Department of Transportation entered into a joint Cooperative effort,

WHERE AS, the total cost of the project will be **\$341,732.93** to be funded in proportional share by the parties hereto as follows:

- a. Department shall fund the Project from the following Programs:

TPF Fund 95%	\$324,646.28
Match Waiver Program 5%	\$17,086.65
- b. Quay County's proportional matching share of 5% is **Waived**.

TOTAL PROJECT COST IS **\$341,732.93**

Quay County shall pay all costs, which exceed the total amount of \$341,732.93.

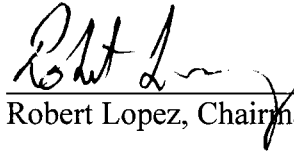
NOW, therefore, be it resolved in official session that Quay County determines, resolves, and orders as follows:

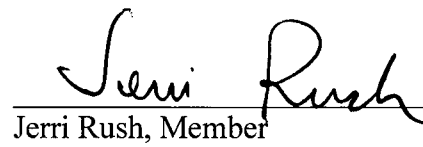
That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreement terminates on **6/30/2026** and the Quay County incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

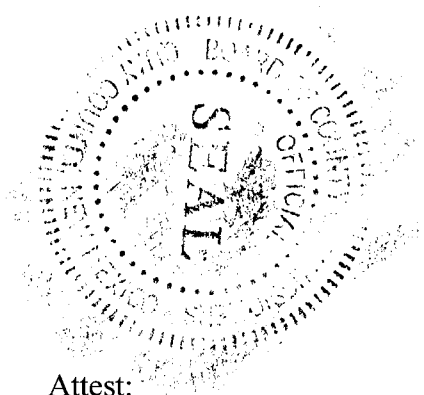
NOW, therefore, be it resolved by the Quay County to enter into a Cooperative Agreement for Control Number **LP40049** with the New Mexico of Transportation for the TPF Program for FY 2024 for **QR-63(Phase 1)** within the control of the Quay County in New Mexico.

**DONE AND RESOLVED** this 11<sup>th</sup> day of December 2023.

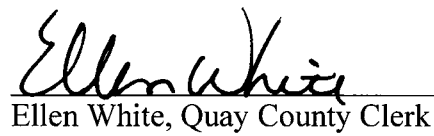
  
Robert Lopez, Chairman

  
Jerri Rush, Member

  
Brian Fortner, Member



Attest:

  
Ellen White, Quay County Clerk

**AGREEMENT FOR DETAINEE CONFINEMENT  
BETWEEN THE COUNTY OF ROOSEVELT  
AND Quay County**

**THIS AGREEMENT** is entered into by the and between the County of Roosevelt, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and Quay County (hereinafter referred to as the "Contractor.")

**RECITALS**

**WHEREAS**, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, or arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

**WHEREAS**, the County owns and operates the Roosevelt County Adult Detention Center (RCDC) which from time to time, has vacant bed space; and

**WHEREAS**, the County is willing to incarcerate the Contractor's detainees on a space available basis.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by both parties as follows:

1. **HOUSING OF DETAINEES.** The County agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Roosevelt County Detention Center (RCDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the RCDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County, or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the Contractor agrees in any event that any persons housed at the RCDC meet the minimum criteria established by these statutes and Law and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.** The contractor shall pay the County one hundred twenty-five dollars (\$125.00), per full or partial calendar day for each Contractor detainee confined at RCDC. RCDC has the option to review and increase this Contract upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
3. **CONDITIONS OF HOUSING.** The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, RCDC will adhere to the Prison Rape Elimination Act (PREA) in reference to reporting all allegations of sexual misconduct up to and including sexual violence within the facility.
4. **INVOICES.** The County shall bill the contractor for all detainees housed at RCDC on a monthly basis and shall provide the Contractor a statement containing the names of the Contractor's detainees and their booking number, dates of incarceration, so the total number

of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly and be owed to the County, which shall also be entitled to recover its attorney fees incurred in enforcing payment of any invoice.

5. **DETAINEE APPROVAL.** The RCDC Administrator shall have the right to refuse the housing of any Contractor detainee in the RCDC. RCDC will not accept any detainee:
  - a. Awaiting transport to New Mexico Department of Corrections (NMDOC);
  - b. with a current federal or out of state detainer;RCDC will review all documentation and return in written format to Contractor indicating any detainee(s) RCDC will accept or refuse.
6. **Detainee Information:** When submitting any detainee to Roosevelt County pursuant to this agreement, Contractor will provide RCDC a 24 hour notice of its intent to deliver any detainee(s) with all documentation necessary for booking to including the following:
  - A. Arrest warrant and supporting affidavit;
  - B. Arrest report;
  - C. Judgment and Sentence (J&S);
  - D. Release Order;
  - E. Age;
  - F. Criminal Complaint or other Charging Documentation;
  - G. All Medical Records, if any; and Mental Health
  - H. Any prior and current institutional history (i.e. disciplinary reports or behavior problems)
7. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its detainees to and from RCDC. In the event medical treatment is required outside of the RCDC, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 9, Medical Care, Section C.
8. **DETAINEE POSSESSIONS.** The County will store and safe keep all detainee personal property which is removed from the contractor's detainees upon arrival at RCDC. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the detainee to a criminal investigation by the Roosevelt County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.
9. **MEDICAL CARE.**
  - a. **Routine on Site Care.** The County shall provide routine on site medical care and routine mental health care for contractor's detainees while they are detained at RCDC.
  - b. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs for its detainees.
  - c. **Off Site Care.** The contractor is responsible for all costs of offsite medical, and mental health care of its detainees. Upon request by the contractor, the County may provide transportation and security to and from the offsite facility. The County shall bill the contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile to and from the

appointment. The contractor shall be responsible for providing security for the detainee(s) for any period of medical confinement that exceeds twenty-four (24) hours.

10. **TERM.** This agreement shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides sixty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
11. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice to the party, however, a termination shall not be effective until such time as all of the Contractor's detainees have been removed from the RCDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the **contractor must pick up its detainees within the 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61<sup>st</sup> day.** Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
12. **NO THIRD PARTY BENEFICIARIES.** This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement, or seek to enforce this agreement as a third party beneficiary of this agreement or otherwise.
13. **INSURANCE.** The County maintains public liability insurance for its operation of the RCDC. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
14. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
15. **WORKER'S COMPENSATION.** The county shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
16. **SUBCONTRACTING.** The County may subcontract the services to be performed under this agreement. If a person housed at the RCDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
17. **RECORDS AND AUDIT.**
  - a. **County Information.** The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
  - b. **Contractor Information.** The contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish any and all criminal histories of Contractor detainees in custody at RCDC.

18. **AMENDMENTS.** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
19. **SCOPE OF AGREEMENT.** This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
20. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of New Mexico.
21. **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.
22. **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.
23. **ACCESS BY CONTRACTOR.** The contractor, through permission of the Detention Administrator of RCDC, May inspect the conditions under which its detainees are detained at the RCDC. Access to RCDC shall be coordinated through the Detention Administrator or their designee.
24. **SEVERABILITY.** Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

**Remainder of this page left blank**

**IN WITNESS WHEREOF**, the county and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

Roosevelt County

\_\_\_\_\_  
Amber Hamilton, County Manager

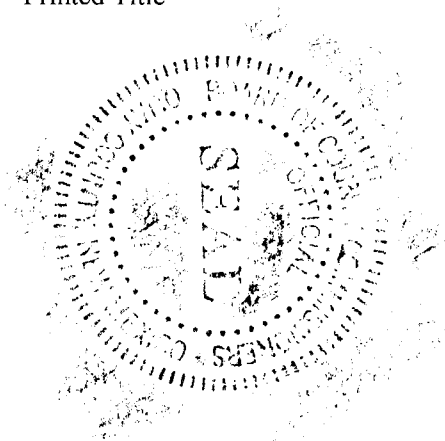
\_\_\_\_\_  
Date

**Contractor**

\_\_\_\_\_  
Authorized Signatory

12-11-2023  
\_\_\_\_\_  
Date

Chairman  
\_\_\_\_\_  
Printed Title







New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

## MEMORANDUM

Date: October 31, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division

From: Amber Montoya, Staff Manager

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

DocuSigned by:

*Jeff Barela*

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DocuSigned by:

*Amber Montoya*

90053378AB0A49E...

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

### Commissioners

**Jennifer Sandoval**  
Commissioner, Vice-Chairman  
District 1

**Gary Tonjes**  
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

1. TSD Program Manager Steve Lujan, Phone # 505-709-7861, 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 - \$2,508.00 (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 9/30/2024.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)



**New Mexico** DEPARTMENT OF  
**TRANSPORTATION**  
 MOBILITY FOR EVERYONE

October 31, 2023

Undersheriff Russell Shafer  
 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 2024 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
04-OP-RF-076	State Road Fund				\$1,269.00
04-PT-RF-076	State Road Fund				\$2,508.00

**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.

(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.

**Michelle Lujan**  
**Grisham**  
 Governor

**Ricky Serna**  
 Cabinet Secretary

**Commissioners**

**Jennifer Sandoval**  
 Commissioner, Vice-Chairman  
 District 1

**Gary Tonjes**  
 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

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 2024, 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 {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement 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

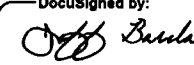
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

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:  
  
JEFF BARCIA, Director  
Traffic Safety Division

Enclosure

CONTRACT NUMBER: \_\_\_\_\_  
UNIQUE ENTITY IDENTIFIER: CGFUWRG778F8  
SUPPLIER: 0000054395

### GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and County of Quay (**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. 04-OP-RF-076, \$1,269.00;
  - b. Selective Traffic Enforcement Program (**STEP**), Project No. 04-PT-RF-076, \$2,508.00;
  - c. Total Funding awarded per this Agreement \$3,777.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **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 and 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 Russell Shafer  
308 South Third Street  
Tucumcari, NM 88401

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform 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 Section 2.
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 11:59 p.m. on September 30, 2024, 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. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **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.
18. **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.*).

19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

**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: \_\_\_\_\_

**COUNTY OF QUAY**

By: [Signature]  
Title: Chairman

Date: 12-11-2023

Approved as to form and legal sufficiency.

By: [Signature]  
Assistant General Counsel  
Department of Transportation

Date: 11/09/2023

Approved as to form and legal sufficiency.

By: \_\_\_\_\_  
Counsel for County of Quay

Date: \_\_\_\_\_



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

**BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 04-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 contained in 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 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 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 17, 2023 to January 1, 2024.

**"St. Patrick's Day Mini Superblitz Period"** means March 9 to March 17, 2024.

**"Cinco de Mayo May Mini Superblitz Period"** means May 1 to May 7, 2024.

**"National Occupant Protection Mobilization Click It Or Ticket Period"** means May 20 to June 2, 2024.

**"Fourth of July Mini Superblitz Period"** means July 1 to July 8, 2024.

**"National DWI Mobilization Period"** means August 16 to September 2, 2024.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its 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 SCs and DDEPs. 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. At minimum, the Grantee should submit quarterly claims no later than January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
  - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
  - c. assistance at child safety seat clinics or car seat fitting stations.
  - d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
5. **Reporting.** *The Grantee must submit activity reports by the 20<sup>th</sup> 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 law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit 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.**

- a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's

comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.

- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

- 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: 04-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 contained in 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 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 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 19, 2024 through September 21, 2024.*
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 shall notify the Department of any changes to its 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 SCs and DDEPs. 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. At minimum, the Grantee should submit quarterly claims no later than January 30<sup>th</sup>, April 30<sup>th</sup>, and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

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
- c. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. **Reporting.** *The Grantee must submit activity reports by the 20<sup>th</sup> 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 law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit 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	\$2,508.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
<b>TOTAL</b>	<b>\$2,508.00</b>

7. **Goals.**

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable

- fatalities. The State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.
  - d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
  - e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
  - f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.
  - g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
  - h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
  - i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
  - j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.
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 Highway Safety Grants**

*[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: 2024

**By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, 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, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 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](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;
  - Unique entity identifier (generated by **SAM.gov**);
- 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 [and its subrecipients] 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);
- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *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* (preventing 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);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

### **GENERAL ASSURANCES**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

## SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:  
*“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) <sup>[1]</sup> in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

#### **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;

1. Any available drug counseling, rehabilitation, and employee assistance programs;
2. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
3. 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;

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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/>).
6. 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.
7. 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.

1. 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.
2. 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.
3. 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/>).
4. 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.
5. 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**

**(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.

## **CERTIFICATION ON CONFLICT OF INTEREST**

**(applies to subrecipients as well as States) GENERAL**

### **REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
  - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

### **DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**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](http://www.trafficsafety.org). The NHTSA website ( [www.nhtsa.gov](http://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 annual grant application 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. 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 on behalf 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 on behalf 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.)
4. 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))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. 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 triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
  - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. 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))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (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.**

[Click here to validate form fields and permit signature](#)

DocuSigned by  
**Ricky Serna**

7/31/2023

Signature Governor's Representative for Highway Safety

Date

**Ricky Serna**

Printed name of Governor's Representative for Highway Safety

## New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:	COUNTY OF QUAY				
Contract term:	(                      – 09/30/2024)				
Supplier Number:	0000054395		Address ID:		
<b>Grantee Contact Info</b>					
Project Director and Title:		Undersheriff Russell Shafer			
Phone:	575-461-2720		E-mail:	Russell.shafer@quaycounty-nm.gov	
Agency Name:		Quay County Sheriff's Department			
Address:		308 South Third Street			
City, State ZIP:		Tucumcari, NM 88401			
<b>TSD Contact Info</b>					
Program Manager:		Steve Lujan		Phone:	505-709-7861
TSD Finance:		Clarice Marien		Phone:	505-699-1094
<b>Budget Breakdown</b>					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI		\$0.00	10010	5000000000	
BKLUP	04-OP-RF-076	\$1,269.00	20100	5100000000	
STEP	04-PT-RF-076	\$2,508.00	20100	5100000000	
<b>Total</b>		<b>\$3,777.00</b>			
PO Entered by TSD Finance:				Date:	
PO Approved by Contracts:				Date:	
Comments					

## Certificate Of Completion

Envelope Id: BF8119E7C69E4FB2BA0A38DBB0FE1C23  
 Subject: Complete with DocuSign: Quay County SO FY24 Docs.docx  
 Source Envelope:  
 Document Pages: 29  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:  
 Steven Lujan  
 1120 Cerrillos Rd.  
 Santa Fe, NM 87505  
 Steve.Lujan@dot.nm.gov  
 IP Address: 164.64.74.20

## Record Tracking

Status: Original  
 10/31/2023 2:20:31 PM  
 Security Appliance Status: Connected  
 Storage Appliance Status: Connected  
 Holder: Steven Lujan  
 Steve.Lujan@dot.nm.gov  
 Pool: StateLocal  
 Pool: Department of Transportation

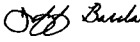
Location: DocuSign

Location: DocuSign

## Signer Events

Jeff Barela  
 Jeff.Barela2@dot.nm.gov  
 Director  
 NMDOT  
 Security Level: Email, Account Authentication  
 (None)

## Signature

DocuSigned by:  
  
 E291EAE03FAF441...

Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.74.20

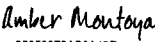
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 Viewed: 10/31/2023 2:33:59 PM  
 Signed: 10/31/2023 2:34:09 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amber Montoya  
 Amber.Montoya1@dot.nm.gov  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 98053378AB0A49E...


Signature Adoption: Pre-selected Style  
 Using IP Address: 164.64.74.20

Sent: 10/31/2023 2:34:11 PM  
 Viewed: 11/2/2023 7:39:04 AM  
 Signed: 11/2/2023 7:39:32 AM

## Electronic Record and Signature Disclosure:

Accepted: 7/29/2022 2:28:43 PM  
 ID: 09b03107-9218-4bff-81dc-ef7724202e5c

John P Newell  
 JohnP.Newell@dot.nm.gov  
 Assistant General Counsel  
 State of New Mexico, Dept of Information  
 Technology  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 C750CEC1625D488...

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 164.64.74.20

Sent: 11/2/2023 7:39:34 AM  
 Viewed: 11/9/2023 11:54:55 AM  
 Signed: 11/9/2023 11:56:07 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)

## Electronic Record and Signature Disclosure:

Accepted: 10/17/2022 12:02:02 PM  
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Sent: 11/9/2023 11:56:10 AM  
 Resent: 11/21/2023 1:17:26 PM  
 Viewed: 11/27/2023 9:03:34 AM

Signer Events	Signature	Timestamp
Ricky Serna Ricky.Serna@dot.nm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Rocio Dominguez Rocio.Dominguez@dot.nm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> 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) <b>Electronic Record and Signature Disclosure:</b> 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) <b>Electronic Record and Signature Disclosure:</b> 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	10/31/2023 2:30:41 PM
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](mailto: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](mailto: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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from New Mexico Department of Transportation**

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](mailto: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.

**To withdraw your consent with New Mexico Department of Transportation**

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](mailto: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..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

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.

## DEMOGRAPHICS

Information



### EMS ANNUAL SERVICE REPORT

FISCAL YEAR 2025

Due Date January 14, 2024

EMS agencies shall complete an annual report form that contains the same elements as the annual service report required of ambulance services by PRC rule (18.3.14.22 NMAC). The bureau shall issue the annual report form to EMS agencies by November 1 of each year, and EMS agencies shall complete the form and return it to the bureau no later than January 15 of the following year

Details

\*Service Name

Conservancy Fire Dist. I

\*NM Service Number

321353

\*Physical Address

1002 S. Camino del Coronado

Additional Address Information

\*Zip Code

88401

\*City

Tucumcari

\*State

New Mexico

\*Service Contact

Michelle Jaynes

\*Service Contact Phone

575 - 815 - 9015 Ext:

Emergency Phone Number

575 - 815 - 9015 Ext:

Service Fax #

- -

Name of Lessee (This applies to private ambulance services contracting with a municipality or county)

Administration (County/Municipality/Hospital/Private/Tribal)

\*Business Name: Quay County

**\*Mailing Address:** 300 S. 3rd Street

**\*Postal Code:** 88401

**City:** Tucumcari

**State:** New Mexico

**\*Phone:** 575 - 461 - 2112

**Fax:** - -

**\*Email:** samantha.salas@quaycounty-nm.gov

**\*Business Contact Person**

Samantha Salas

**\*EMS Region that your Service is in**

☐ Region 1

☐ Region 2

☒ Region 3

**Location of Stations**

**\*Location Name:** Conservancy Fire District #1

**\*Location/Station Number:** 1

**Primary Contact:** Michelle Jaynes

**Is Headquarters:** ☐ Yes

☒ No

**Shipping Address:** ☒ Yes

☐ No

**\*Street Address:** 1002 S. Camino del Coronado

**Apt./Suite:**

**\*Postal Code:** 88401

**\*City:** Tucumcari

**\*County:** Quay

**\*State:** New Mexico

**\*Phone:** 575 - 815 - 9015

Active: ☒ Yes

☐ No

\*GPS Latitude: 35.1690 North

\*GPS Longitude: -103.7474 West

\*Please upload a map of service area.

[📎 Change File](#) Map Fire Districts.jpg

Name

Map of service area.

Document Type

Service area maps of all Stations - Bases



## SERVICE INFORMATION

Type of Service

Service Type

- ☐ Certified PRC Ambulance
- ☐ Certified Medical Recue (Transport Capable)
- ☒ Certified Medical Rescue (Non-Transport Capable)
- ☐ Emergency Medical Dispatch (EMD)
- ☐ Special Event(s) Agency
- ☐ Air Ambulance with County or Municipal Contract
- ☐ Air Ambulance - Private
- ☐ Other

Service Number

321353

\*Affiliation Type: Fire Department



\*Primary Type Of Service: Rescue



\*Organization Status: Volunteer



Dispatch Center: Quay County Regional Emergency Communications Center

Who is your local receiving Hospital(s)

Dr. Dan C Trigg Memorial Hospital

\*How are your calls received?

- ☐ Basic 911

☒ Enhanced 911

☐ Local Phone

\*How are your calls dispatched?

☐ Ambulance Service

☐ Fire Department

☐ Law Enforcement

☒ Central Dispatch

☐ Tribal Dispatch

Number of Licensed Personnel

Please add a level of EMS Provider that volunteers or is employed by your service. Please add the total of Fulltime and Parttime providers for that level.

To add levels of Providers:

1. Click on "Select License Level" and select a level of provider
2. Put the number of Full Time and Part Time volunteers/employees
3. To add another level and add totals for employees, click "Add Another", add a new level of provider and add totals.
4. When you are finished, click "Done"

License Level

EMT-Paramedic



\*Number of Full Time volunteers/employees

0

\*Number of Part Time volunteers/Employees

3

## PERSONNEL AND ROSTER

Licensed Personnel and Roster


Name	Responsibilities	Status
<input checked="" type="checkbox"/> Carver MD, Chad (NM95-23)		
<input checked="" type="checkbox"/> Garcia, Estephan R (16000417)	Fire Suppression, Patient Care Provider, Rescue	Volunteer
<input checked="" type="checkbox"/> Jaynes, Michelle (09000741)		
<input checked="" type="checkbox"/> Jaynes, Scot J (09000746)	Driver/Pilot, Fire Suppression	Volunteer

Unlicensed Personnel

Please list unlicensed personnel that respond on EMS runs in your Medical Rescue or PRC units such as drivers. If your list is extensive, you may upload a copy of your un-licensed personnel below.

Last Name	First Name	Primary Role	EVOC Date
<input checked="" type="checkbox"/> Smith	Misty	Driver	March 1, 2023
<input checked="" type="checkbox"/> Lopez	Dusty	Driver	March 1, 2023
<input checked="" type="checkbox"/> Bugg	Lucas	Driver	March 1, 2023
<input checked="" type="checkbox"/> Smith	Todd	Driver	March 1, 2023

Please upload Unlicensed Personnel List, if not listed above.

 Upload File

Name

Non-Licensed Personnel

Document Type

Supporting Documents



\*Contact EMS Bureau or Regional office if Medical Director Name if not auto populated

Carver MD. Chad (NM95-23)

Position

☒ Medical Director

Add Your Continuing Education/Training Coordinator if not auto populated.


Jaynes. Michelle (09000741)

Position

☒ Continuing Education Training\Coordinator

## GROUND AMBULANCE/MEDICAL RESCUE VEHICLES

Vehicle Information

Please list ALL vehicles used for EMS response in your EMS service, including any needing replacement already listed above. Failure to complete this portion will disqualify your application. To add an existing Vehicle from your vehicle list, press "Find". To add a new vehicle, press the green  sign on the right side of the "Find" box.

Note: If you have a large number of vehicles, you can use the option of uploading a pdf file showing the requested vehicle information as requested below.

\*Vehicle

Find

Year

2015

Make

Other



Model

Ram 5500

Vehicle Type

Rescue



DMV Number

g90968

EMSCOM #

Drive Train

AWD or Four Wheel Drive



Mileage

Annual Inspection Date

Current



Please upload your Vehicle List if you have not listed them above.

 Upload File

Name

Vehicle List

Document Type

Supporting Documents




Preventative Maintenance Program

Does your service have a vehicle Preventative Maintenance Program in place?

☒ Yes

☐ No

Please upload a description of your Maintenance Program

 Change File maintenance log equipment.pdf

Name

Vehicle Maintenance

Document Type

Supporting Documents



Vehicle Inspections

Indicate the frequency of vehicle inspections.

☐ Daily

☐ Weekly

☒ Monthly

☐ Quarterly

☐ Annually

\*Number of Ambulance Accidents to ensure compliance of 18.3.7.11 NMAC

0

## OPERATIONS

Operations Plan

Does your service have an Operations Plan?

☒ Yes

☐ No



**\*Please upload a copy of your Operations Plan.**

**📎 Change File** Standard Operation Guideline -6.19.23.docx

**Name**

Operations Plan

**Document Type**

Operations Plans / Standard Operating Procedures



**Are your Medical Protocols included in the plan?**

☒ Yes

☐ No

**Quality Assurance Review**

**Does your service have an internal Quality Assurance/Improvement mechanism in place?**

☒ Yes

☐ No

**Briefly explain your Quality Assurance mechanism.**

**Mutual Aid Agreements**

**\*Does your service have Mutual Aid Agreements**

☒ Yes

☐ No

**Please upload your Mutual Aid Agreements**

**📎 Change File** Mutual Aid Agreement Signed 4.14.22.pdf

**Name**

Mutual Aid Agreements

**Document Type**

Mutual Aid / MOA Agreements



**Pediatric Emergency Care Coordinator (PECC)**

### **PEDIATRIC EMERGENCY CARE COORDINATOR (PEEC)**

**RESPONSES TO THE FOLLOWING ARE MANDATORY. FAILURE TO ANSWER WILL RESULT IN AN INCOMPLETE REPORT.**

**A PECC is an individual(s) who is responsible for coordinating pediatric specific activities to include education, training and equipment. NHTSA and HRSA have established benchmarks to have a PECC in 90% of EMS services by 2026.**

**\*Which of the following statements best describes your agency?**

☒ We do have a designated PECC.

☐ We do not have a designated PECC.

- ☐ We do not have a PECC but have a plan to add this role in the next year.
- ☐ We do not currently have a PECC but would be interested in adding this role.

**\*If you plan to add or interested in adding a PECC, when would it be implemented?**

- ☒ 6 months
- ☐ 1 year
- ☐ 2-3 years
- ☐ Undetermined

**If you indicated that you have a PEEC, please provide their contact information below.**

**Name**

**Email Address**

**Phone**

#### **CERTIFICATION OF APPLICATION**

Notarization

The EMS Annual Report Signature page was emailed to you as you started the application process. If you did not receive the form, contact below or go to this link: [Annual Report Signature Page](#)

**Rachel Marquez - Fund Act Coordinator - EMS Bureau - (505) 476-8233**

**[Rachel.Marquez@doh.nm.gov](mailto:Rachel.Marquez@doh.nm.gov)**

**Donnie Roberts - EMS Region 1 - (505) 270-9278**

**[droberts@emsregion3.org](mailto:droberts@emsregion3.org)**

**Doug Campion - EMS Region 1 - (575) 524-2167**

**Donnie Roberts - EMS Region 3 - (575) 769-2639**

**[droberts@emsregion3.org](mailto:droberts@emsregion3.org)**

**Please complete the emailed form you received, have it notarized, scan it, and upload in the file upload below.**

**Please upload your Signature Page**

 **Change File** FY25 Annual Service Report - Signature Page filled.pdf

**Name**

Please upload your Signature Page

**Document Type**

Supporting Documents



**Is your Signature Page signed, notarized and Uploaded?**

- ☒ Yes
- ☐ No

#### **ACKNOWLEDGMENT AND SIGNATURES**

Acknowledgment

**I hereby certify that the information provided in this application is true to the best of my knowledge and belief. The information and documentation provided contains no willful misrepresentations and/or falsification. All**

**documentation provided has been verified and updated within thirty (30) days prior to submission of this application.**

**Certification based on false information constitutes grounds for denial for funds, disciplinary action and possible criminal prosecution.**

**\*Application Date**

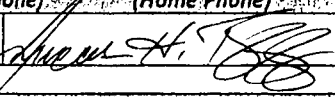
11/20/2023

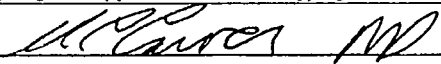
Today

**\*Applicant Signature**

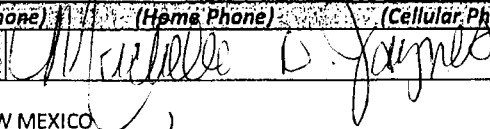
Signed on Dec 6, 2023 12:14:49 PM by Michelle Jaynes

<b>Service Name:</b>	Conservancy Fire District 1 - Quay County (EMS Service)
----------------------	--

<b>SERVICE DIRECTOR/CHIEF</b>				
<b>Name:</b>	Lucas Bugg	Chief		
	(Name)	(Title)		
<b>Address:</b>	P.O. Box 725	NM	88401	
	(Street/Mailing)	(State)	(Zip)	(+4)
(575) 403-6479	(575) 403-6479	lucas.bugg@quaycounty-nm.gov		
(Work Phone)	(Home Phone)	(Cellular Phone)	(Email)	
<b>Signature:</b>	 12/11/2023			

<b>SERVICE MEDICAL DIRECTOR</b>				
<b>Name:</b>	Dr. Chad Carver, MD	Medical Director		
	(Name)	(Title)		
<b>Address:</b>	P.O. Box 1223 Lovington	NM	88426	
	(Street/Mailing)	(State)	(Zip)	(+4)
		rockchalkin@hotmail.com		
(Work Phone)	(Home Phone)	(Cellular Phone)	(Email)	
In signing this application I am certifying that I am actively providing medical direction for this EMS service				
<b>Signature:</b>	 12/5/2023			

<b>SERVICE TRAINING COORDINATOR</b>				
<b>Name:</b>	Michelle Jaynes	Secretary/Bookkeeper		
	(Name)	(Title)		
<b>Address:</b>	P.O. Box 725 Tucumcari	NM	88401	0725
	(Street/Mailing)	(State)	(Zip)	(+4)
(575) 815-9015	(575) 815-9015	michelle.jaynes5@gmail.com		
(Work Phone)	(Home Phone)	(Cellular Phone)	(Email)	
<b>Signature:</b>				

<b>PERSON COMPLETING FORM</b>				
<b>Name:</b>	Michelle Jaynes	Secretary/Bookkeeper		
	(Name)	(Title)		
<b>Address:</b>	PO box 725 Tucumcari	NM	88401	0725
	(Street/Mailing)	(State)	(Zip)	(+4)
(575) 815-9015	(575) 461-4765	575-81-5901	michelle.jaynes%2@gmail.com	
(Work Phone)	(Home Phone)	(Cellular Phone)	(Email)	
<b>Signature:</b>				

STATE OF NEW MEXICO )

COUNTY OF Quay )

This instrument was acknowledged before me on the 11 day of December, 2023  
by Michelle Jaynes  
(Person completing form)

Ellen L. White  
Notary Public

My commission expires:

State of New Mexico  
Notary Public  
ELLEN L. WHITE  
Commission#1006761  
My Comm. Exp. 3-24-2027

## Application Information

Recipient Information



# EMS FUND ACT LOCAL FUNDING PROGRAM APPLICATION FISCAL YEAR 2025 Due Date: January 14, 2024

### To All Potential Fund Act Recipients:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life. In any fiscal year, no less than seventy-five (75) percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the Department of Health. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. To be eligible, an applicant must be an incorporated municipality or county applying on behalf of a local recipient (publicly owned or contracted ambulance or air ambulance service, medical rescue service, fire department rescue service, regionalized emergency medical service agency; or other prehospital emergency medical service care provider based in state).

Your service must also be compliant with data submission into NMEMSTARS Data V.3 Elite, in compliance with New Mexico Medical Rescue Certification and Public Regulation Commission regulations. Your Application must be electronically submitted to the EMS Bureau by 5:00pm on January 14th. Please adhere to the following instructions, as incomplete applications will not be processed:

**NOTE:** If you are a new service requesting Start Up funding, please complete the EMS Agency Application prior to completing the Fund Act Application

If you need assistance in completing this application, please contact Rachel Marquez at (505) 476-8233 or by email [Rachel.Marquez@DOH.nm.gov](mailto:Rachel.Marquez@DOH.nm.gov) also, general information and technical assistance is available from your EMS Regional Office:

Region I: Donnie Roberts - (505) 270-9278  
Region II: Doug Campion - (575) 524-2167  
Region III: Donnie Roberts - (575) 769-2639

\*Is your agency a New Service requesting Start Up funding?

☐ Yes

☐ No

Are you applying as a Regionalized EMS Agency

☐ Yes

☐ No

How many incidents did your agency respond to Oct. 1, 2022 thru Sept. 30, 2023

4

The Local Recipient is the Fire Department, EMS Service or Regionalized EMS Agency that will benefit from the funding.

**Local Recipient**

Conservancy Fire Dist. I

**Service Number**

321353

**\*Phone**

575 - 815 - 9015 Ext:

**Emergency Phone Number**

575 - 815 - 9015 Ext:

**Fax**

- -

**\*Mailing Address**

PO Box 725

**\*Postal Code**

88401

**City**

Tucumcari

**State**

New Mexico

**\*Email**

michelle.jaynes5@gmail.com

**\*Person Completing Form**

Jaynes, Michelle (09000741)

**Position**

☒ Service Director

Applicant Information

The Applicant MUST BE the County or Municipality serving as the Fiscal Agent.

**\*Fiscal Agent Type**

☐ Municipality

☒ County

**\*County or Municipality Name (Fiscal Agent)**

Quay County

**\*Fiscal Agent Address**

300 S. 3rd Street

**\*Fiscal Agent City**

Tucumcari

**\*Fiscal Agent Postal Code**

88401

**\*Fiscal Agent Contact Person**

Samantha Salas

**Fiscal Agent Contact Person Title**

Finance Director

**\*Fiscal Agent Phone**

575 - 461 - 2112

**Fax #**

**\*Fiscal Agent Email Address**

samantha.salas@quaycounty-nm.gov

## Funding Information

### EMS AGENCY FUNDING INFORMATION

**\*Please select the Level of Funding you are applying for - SELECT ONE**

- ☐ Medical Rescue Service Entry Level
- ☐ Medical Rescue Service First Responder
- ☐ Medical Rescue Service or Ambulance - Basic Level
- ☒ Medical Rescue Service or Ambulance - Advanced Level

**\*At least eighty percent (80%) of EMS runs were covered in the prior federal fiscal year (October 1 - September 30), by licensed EMT Intermediate or Paramedic level personnel or, if an Emergency Medical Dispatch priority reference system (EMDPRS) is utilized, at least 80% of all runs determined by dispatch to require an advance level response shall be covered by licensed EMT Intermediate or Paramedic level personnel. There shall be a least one additional licensed EMT with the service.**

- ☒ Yes
- ☐ No

**\*The service or all Geographical Districts has at least basic, and if applicable, advanced medical supplies and equipment.**

- ☒ Yes
- ☐ No

\*The service or all Geographical Districts participates in the Bureau's pre-hospital data collection system as determined by the Bureau, by using the Bureau's software, web-site or by submitting compatible data.

☒ Yes

☐ No

\*The service or all Geographical Districts has a designated Training Coordinator.

☒ Yes

☐ No

#### Training Coordinator

Jaynes, Michelle (09000741)


\*Position: ☒ Continuing Education Training\Coordinator

\*The service or all Geographical Districts has at least one written Mutual Aid Agreement or other written cooperative plan with a transporting ambulance and will attach to the application a copy of the agreement(s).

☒ Yes

☐ No

#### \*Mutual Aid Agreement File Upload

 **Change File** Mutual Aid Agreement Signed 4.14.22.pdf

##### Name

Mutual Aid Agreements

##### Document Type

Mutual Aid / MOA Agreements

\*If the Service or all Geographical Districts performs procedures or administers medications that require a Medical Director, the service has a service Medical Director and appropriate BLS and/or ALS medical protocols.

☒ Yes

☐ No

#### \*Medical Director

Carver MD, Chad (NM95-23)

\*Position: ☒ Medical Director

\*The service or all Geographical Districts complies with NM EMS Bureau Medical Rescue Certification regulations or Public Regulation Commission (PRC) Regulation 18.4.2 NMAC, if applicable; or such other regulations as may be adopted by the PRC or its successor agency regarding registered Medical Rescue and certificated ambulances. If the service is Air Medical, the service complies with certification of air ambulance services regulations.

☒ Yes

☐ No



\*If ALL of the above information is complete, please answer YES to open up the Equipment and Funding Tabs.

☐ Yes

☐ No

## Equipment Inventory Report

Front of Vehicle Cab or Optimal Location:

To add equipment to your inventory list, click in the box and a list of equipment items will appear. Select each item applicable and it will insert the item into the box. To remove items, click the X in front of the item and it will remove it.

If you are Regionalized EMS Agency all of your vehicles should have similar equipment as you list below.

### \*Front of Cab

Lug Wrench ✕	Jack and Handle ✕	Maps or Navigational equipment ✕	Fuses (appropriate sizes) ✕
Patient Care Reports or Reporting System ✕	Roadway warning devices ✕	Fire Extinguisher (2 lb) or (2 – 1lb) ✕	Flashlight ✕
Service Specific Protocols and guidelines ✕	Siren ✕	Spare Tire ✕	Star of Life Displayed ✕
Tool Box ✕	Triage Tags for MCI's ✕	U.S. DOT Emergency Response Guidebook ✕	Vehicle Registration ✕
Vehicle Spotlight or auxiliary lighting ✕	Warning Lights ✕	Select Options	

### Communications Equipment

#### \*Communications Equipment

Dispatch Radio UHF/VHF ✕	EMSCOM (UHF) Radio ✕	Spare Batteries/charger system ✕	Select Options
--------------------------	----------------------	----------------------------------	----------------

### Personal Protective Equipment

#### \*Personal Protective Equipment

Exam Gloves ✕	Eye Protection ✕	Gloves (Leather or heavy duty) ✕	Hearing Protection ✕	Helmet with Face Shield ✕
N-95 mask (or > particulate mask) ✕	Safety Vest/Jacket/(ANSI 2008 Compliant) ✕	Splash Protection (disposable) ✕	Select Options	

### Diagnostic Equipment

#### \*Diagnostic Equipment

Aneroid Sphygmomanometer with infant/pediatric/adult and obese size cuffs ✕	Glucose Monitoring Instrument ✕	Penlights ✕	
Pulse Oximeter ✕	Stethoscope ✕	Thermometer ✕	Select Options

### Patient Compartment - Basic Level

**\*Patient Compartment - Basic Level**

Adhesive Tape 1" and 2" ✕	Bag Valve Mask Devices (Adult/Child and Infant) ✕	Band-Aids (Assorted Sizes) ✕
Biohazard Clean-up Supplies ✕	Biohazard Waste bags ✕	Blankets ✕
Body Bags ✕	Cervical Collars - Rigid (Adult/Child and Infant) ✕	Cervical Immobilization Devices ✕
Cold Pack ✕	Cold Weather Warming Devices ✕	Dressings Assorted (4x4/Kerlex/2x2/etc.) ✕
Emesis Basin ✕	Field Stretcher (Scoop/Collapsible/Vacuum) ✕	Foil Blanket ✕
Hand Sanitizer ✕	Heat Pack ✕	Inhalation Therapy Equipment ✕
Laryngeal Airway Devices ✕	Latex/Vinyl Gloves (Non-Sterile) Assorted Sizes ✕	Long Backboard ✕
Multi-Lumen Airways ✕	Multi-lumen Airway Devices ✕	Suction Catheters (Soft & Rigid) ✕
Supraglottic Airway Devices ✕	Sterile Water ✕	Sterile Gloves (Assorted Sizes) ✕
Sterile Burn Sheets ✕	Splints - Extremity (Rigid/Air/Vacuum) ✕	Sheets ✕
Sharps Container ✕	Semi-Automatic Defibrillator Batteries ✕	Semi-Automatic Defibrillator with Pads ✕
Portable Suction Unit ✕	Portable Oxygen Equipment ✕	Pediatric Restraint device/car seat ✕
Pediatric Drug Dosage Tape or chart ✕	Patient Restraints ✕	Oropharyngeal Airway (Sizes 0 – 5 Infant/Adult) ✕
Pillows ✕	Seated Spinal Immobilization Device ✕	Shoulder/chest/extremity straps ✕
Spinal Immobilization device/backboard ✕	EMT-Basic and the Service Medical Director ✕	Urinal (Male and Female) ✕
Triangular Bandages ✕	Trauma Shears ✕	Trauma Dressings ✕
Stokes Basket ✕	Towels ✕	Traction Splint ✕

Select Options.

**Patient Compartment - Advanced Level**

**\*Patient Compartment - Advanced Level**

Alcohol and Betadine Prep Pads ✕	Select Option.
----------------------------------	----------------

\*For any items above that are not marked as available, please identify why your department does not have these items and how many are needed in order to equip each unit. If you have no Missing Equipment, put N/A.

n/a

**Items Requested**

**Repair and Maintenance**

Please complete the Equipment Inventory Report prior to listing your funding requests. If you are a Regionalized EMS Agency, the totals for each category should include all Geographic requests.

Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. Please be realistic in your requests and estimate your total amount closest to funding that service receives every year.

Please indicate the priority of your request with the item requested (1-10) and use the priority number only once.

Example: Generator - Priority #1

\*Repair Items. If there are no Repair Items, put N/A

n/a

\*Repair Item amount. If there are no Repair Items, put \$0.00

0.00

**Mileage & Per Diem**

\*Mileage & Per Diem item. If there are no Mileage & Per Diem items, put N/A.

n/a

\*Mileage & Per Diem amount. If there are no Mileage & Per Diem items, put \$0.00.

0.00

**Supplies (Items Under \$500)**

\*Items under \$500.00. If there are no items under \$ 500.00, put N/A.

Supplies

\*Items under \$ 500.00 amount. If there are no items under \$ 500.00, put \$0.00.

5000

Capital Outlay (Items Over \$500)

\*Capital Outlay Items. If there are no Capital Outlay Items, put N/A.

n/a

\*Capital Outlay Item amount. If there are no Capital Outlay items, put \$0.00

0.00

Other Operational Costs

\*Other Operational Items. If there are no Other Operational items. Put N/A.

Equipment/Communications

\*Other Operational Costs amount. If there are no Other Operational costs, put \$0.00.

4500.00

\*PLEASE TOTAL ALL OF YOUR REQUEST AMOUNTS ABOVE AND PLACE THAT TOTAL BELOW. THIS IS THE TOTAL AMOUNT YOU ARE REQUESTING FOR FUND ACT.

5000

### Certification Of Application

Notarization

The EMS Fund Act Certification By Applicant form was emailed to you as you started the application process. If you did not receive the form, contact below or click on this link: [FY25 EMS FUND ACT Signature Page](#)

Rachel Marquez - EMS Bureau Fund Act Coordinator - (505) 476-8233

[Rachel.Marquez@doh.nm.gov](mailto:Rachel.Marquez@doh.nm.gov)

Donnie Roberts - EMS Region 1 - (505) 270-9278

[droberts@emsregion3.org](mailto:droberts@emsregion3.org)

Doug Campion - EMS Region 2 - (575) 524-2167


[dcampion@emsregion2.org](mailto:dcampion@emsregion2.org)

Donnie Roberts - EMS Region 3 - (575) 769-2639

[droberts@emsregion3.org](mailto:droberts@emsregion3.org)

Please complete the form, have it notarized, scan it, and upload in the file upload below.

\*Certification Form

 [Change File](#) FY 25 Fund Act Application Signature Page file 1.pdf

Name

Certification Form

Document Type

Supporting Documents



Is your Signature Form Signed, Notorized and Uploaded?

☒ Yes

☐ No

## Acknowledgement and Signatures

### Acknowledgement

**I hereby certify that the information provided in this application is true to the best of my knowledge and belief. The information and documentation provided contains no willful misrepresentations and/or falsification. All documentation provided has been verified and updated within thirty (30) days prior to submission of this application.**

**Certification based on false information constitutes grounds for denial for funds, disciplinary action and possible criminal prosecution.**

### \*Application Date

11/20/2023      Today,

### \*Applicant Signature

Signed on Dec 6, 2023 1:35:43 PM by Michelle Jaynes

<b>SERVICE NAME:</b>	
----------------------	--

**EMS FUND ACT CERTIFICATION BY APPLICANT**

STATE OF NEW MEXICO, COUNTY OF	
--------------------------------	--

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:  
(TYPE OR PRINT)

Mayor	OR	Chairman, Board of Commissioners
-------	----	----------------------------------

Municipality	County
--------------	--------

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

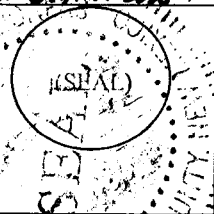
*[Signature]*  
Signature of Official Named Above

The above was sworn and subscribed to before this 11 day of December 2023

Notary Public: *[Signature]* *[Title]* Chairman

My commission expires: \_\_\_\_\_

State of New Mexico  
Notary Public  
ELLEN L. WHITE  
Commission#1006761  
My Comm. Exp.3-24-2027



**PERSON COMPLETING FORM**

<b>Name:</b>				
(Name)			(Title)	
<b>Address:</b>				
(City)		(State)	(Zip)	(+4)
(Work Phone)	(Home Phone)	(Cellular Phone)	(Email)	
<b>Signature:</b>				

**FOR BUREAU USE ONLY**

Reviewer: _____	Date Reviewed: _____
Approved:      Yes                  No	Final Award: _____
Comments/Problem:	
Date Corrected:	



**QUAY COUNTY  
FISCAL YEAR 2023-2024  
RESOLUTION No. 29**

**UPDATING APPRAISER CERTIFICATION COMPENSATION**

**WHEREAS**, the Board of Quay County Commissioners met upon notice of meeting duly published on December 11, 2023 at 9:00 a.m. in the Quay County Courthouse, 301 S. Third Street, Tucumcari, New Mexico 88401; and

**WHEREAS**, The Board of County Commissioners is authorized by NMSA 1978, SS 4-39-4 (1969, amended 2023) and SS 4-39-5 (1977, amended 2023) to provide additional compensation in cumulative increments to Assessors, Chief Deputies, and qualified Assessor Appraiser employees, employed in the office of the County Assessor as an incentive for obtaining greater qualification levels; and

**WHEREAS**, the state of New Mexico State Legislature in its 2023 session amended NMSA 1978, Sections 4-39-4 (for Assessors) and SS 4-39-5 (for certain certified employees in appraiser offices) to increase the amounts payable for "Appraiser 1", "Appraiser 2", "Appraiser 3", and "Appraiser 4" certificates; and

**WHEREAS**, NMSA 1978, Sections 4-39-4 (for Assessors) and SS 4-39-5 (for certain certified employees in appraiser offices) sets a maximum amount for non-mandatory incentives, however the final amounts are to be determined by the Board of County Commissioners of each County; and

**WHEREAS**, Article IV, Section 27 of the New Mexico Constitution provides that "(n)o law shall be enacted giving any extra compensation to any public officer, servant, agent or contractor after services are rendered or contract made; nor shall the compensation of any officer be increased or diminished during his term of office, except as otherwise provided in this constitution;" and

**WHEREAS**, Article XX, Section 3 of the New Mexico Constitution provides that "(t)he term of office of every state, county or district officer, except those elected at the first election held under this constitution, and those elected to fill vacancies, shall commence on the first day of January next after his election;" and

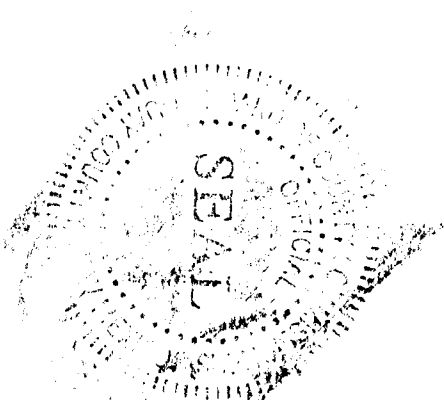
**WHEREAS**, the Board of County Commissioners of Quay County desires to provide the County Assessor, Chief Deputy and Assessor Appraiser employees who are employed in the office of the County Assessor the maximum compensation for qualification levels as established by law.

**NOW, THEREFORE BE IT RESOLVED** that, effective with the pay period beginning January 1, 2024, the Board of County Commissioners of Quay County that the appraisers working in the Office of the Assessor will be paid a base rate of an additional \_\_\_\_\_ (\$750.00 maximum) a year for holding an "Appraiser 1" certificate, an additional \_\_\_\_\_ (\$1,750.00 maximum) a year for holding an "Appraiser 2" certificate, an additional \_\_\_\_\_ (\$3,000.00 maximum) a year for holding an "Appraiser 3" certificate, and an additional \_\_\_\_\_ (\$3,500.00 maximum) a year for holding an "Appraiser 4" certificate which will be an additional cumulative increment to their salary.

**NOW, THEREFORE BE IT FURTHER RESOLVED** that, per Article IV, Section 27 of the New Mexico Constitution the Elected County Assessor will not be eligible for the increases described herein until the commencement of his next term of office on January 1, 2025.

**NOW, THEREFORE BE IT FURTHER RESOLVED** that continued receipt of the additional incentive pay is subject to maintenance of the certification and the provision of proof of each certification to the County before receiving additional incentive pay.

**Done and Resolved** on this 11<sup>th</sup> day of December 2023.



ATTEST:

Ellen White  
Ellen White, County Clerk

Robert Lopez  
Robert Lopez, Chairman

Jerri Rush  
Jerri Rush, Commissioner

Brian Fortner  
Brian Fortner, Commissioner

**QUAY COUNTY  
FISCAL YEAR 2023-2024  
RESOLUTION No. 27**

Authorization of Budgetary Increase to – **Law Enforcement Recruitment Fund (659)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on December 11, 2023 the following was among the proceedings;

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


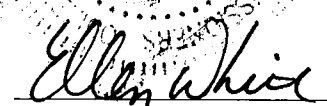
**State Fund 21400  
Budgetary Increase**

	<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>21400-0001-47120 - Law Enforcement Appropriation</b>		<b>\$225,000.00</b>
<b>21400-3001-51020 Salaries - Full-Time Positions</b>	<b>\$225,000.00</b>	

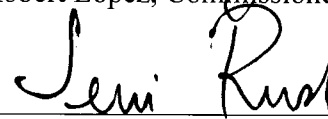
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved FY 24 Law Enforcement Recruitment Fund.


**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 11<sup>th</sup> day of December, 2023.

  
ATTEST  
  
Ellen White, County Clerk

  
Robert Lopez, Commissioner

  
Jerri Rush, Commissioner

  
Brian Fortner, Commissioner



**QUAY COUNTY  
FISCAL YEAR 2023-2024  
RESOLUTION No. 28**

Authorization of Budgetary Increase to – **Cannabis Regulation Act (660)**

**WHEREAS**, at meeting of the Board of Quay County Commissioners on December 11, 2023 the following was among the proceedings;

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

**State Fund 28000  
Budgetary Increase**

	<u><b>DEBIT</b></u>	<u><b>CREDIT</b></u>
<b>28000-0001-42700 Cannabis Regulation Act</b>		<b>30,000</b>
<b>28000-2002-58010 Buildings &amp; Structures</b>	<b>30,000</b>	

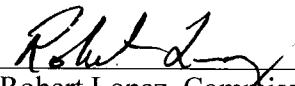
**WHEREAS**, the above activity was not contemplated at the time the final budget was adopted and approved **New Mexico's Cannabis Regulation Act**

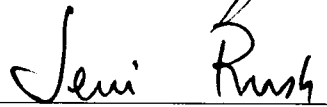
**NOW THEREFORE, BE IT RESOLVED** that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

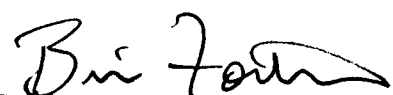
DONE at Tucumcari, County of Quay, New Mexico this 11<sup>th</sup> day of December, 2023.

ATTEST:

  
Ellen White, County Clerk

  
Robert Lopez, Commissioner

  
Jerri Rush, Commissioner

  
Brian Fortner, Commissioner

## **ECONOMIC DEVELOPMENT SERVICE AGREEMENT**

**THIS AGREEMENT** is made this **25th** day of **July 2023** by and between County of Quay, New Mexico, hereinafter referred to as "the County" and the Greater Tucumcari Economic Development Corporation, hereinafter referred to as "EDC".

### **RECITALS**

A. The State of New Mexico has expressly conferred upon counties the authority to allow public support of economic development. The County has adopted a Regional Comprehensive Plan, which includes goals, objectives and policies for economic development within Quay County.

B. The County and the EDC desire to enter into an Agreement whereby the EDC provides economic development services to the County consistent with the provisions of the Quay County Regional Comprehensive Plan.

**NOW, THEREFORE**, in consideration of their mutual promises contained herein and other good and valuable consideration, the parties hereto agree as follows:

**1. TERM.** This Agreement shall remain in full force and effect for a period of one (1) year, beginning on **July 1, 2023**.

**2. REPRESENTATION.** The County shall have two (2) members on the EDC Board of Directors: the County Manager and one (1) designee of the County Commission.

**3. EDC RESPONSIBILITIES.**

a. The EDC shall provide a full range of economic development services to the County pursuant to the New Mexico Economic Development Act "the Act", Sections 5-10-1 through Section 5-10-13, NMSA, 1978 Comp. and consistent with the Quay County Regional Comprehensive Plan.

b. The EDC shall work with qualifying entities as defined by the Act in developing economic development projects and shall provide consulting services, information and technical assistance to existing as well as prospective businesses and industries in order to promote the overall economic growth of the area. In performing those duties the EDC shall focus, to the greatest extent possible, on the following goals:

1. Provide the infrastructure necessary to accommodate new businesses moving into the County;
2. Apply for special programs and grants that can be used for economic development activities and projects;
3. Develop a diverse economy that supports sustainable growth and development that supports all communities in the County;
4. Expand the range of possibilities for agricultural products that can survive in Quay County;
5. Improve rail service to the Tucumcari Industrial Park;
6. Create a business climate attractive to wind farms and wind manufacturing and assembly plant;
7. Work with Quay County to obtain EPA Brownfield designation and pursue remediation options for Shell Truck Plaza and abandoned gas stations along Route 66;
8. Support the application for the Coronado Park Racetrack and Casino.

The fact that one goal is listed numerically higher than another should in no way be considered by the EDC as a limitation on their efforts. All goals shall be considered of equal weight and importance.

c. The EDC shall make written accountability and progress reports to Quay County within thirty (30) days after the end of each quarter. These reports shall include, but not necessarily be limited to: Information on the EDC's activities hereunder and accounting of the use of funds provided herein. The EDC shall be available to meet with the Quay County Commission on a quarterly basis to discuss EDC projects or, on a more frequent basis as determined by Quay County.

d. The EDC shall annually provide a copy of its latest financial statement and accountant's review report for the current fiscal year.

e. The EDC shall maintain relations with the State of New Mexico Economic Development Department, local utility companies, City of Tucumcari, and other appropriate entities within the region.

f. The EDC shall own and manage any and all real property owned by the EDC to support economic development projects consistent with the New Mexico Local Economic Development Act.

**4. COUNTY'S DUTIES HEREUNDER.**

a. The County shall cooperate as necessary with the EDC to achieve the County's economic development goals.

b. The County shall furnish information to the EDC, as it is available regarding resources for economic development. This information shall include, but not necessarily be limited to: an inventory of real property, a description of improvements on any such real property, equipment, and information concerning tax revenues collected for economic development and available for economic development projects.

**5. COMPENSATION.** The County agrees to pay to the EDC the total amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) per year in equal quarterly installments of Twelve Thousand Five Hundred and 00/100 Dollars (\$12,500.00), due in advance on the first (1st) day of each quarter throughout the term of this Agreement. In the event of an emergency, as determined by the Quay County Commission, payments can be reduced to an amount negotiated and agreed to by both parties.

**6. INDEPENDENT CONTRACTOR.** The EDC is an independent contractor and not an employee or agent of the County. The EDC assumes all liability for, and agrees to hold harmless the County from any and all claims for damages arising from performance under this agreement, and agrees to indemnify the County against any and all losses and liabilities for bodily injuries, death or property damages arising out of any work, services or activity that is performed by the EDC hereunder, and for any and all expenses related to claims and or lawsuits resulting from the services to be provided under this contract, including court costs and attorney's fees and any and all penalties and damages incurred by reason of failure to obtain any permit or license or failure to comply with any applicable laws, ordinances, or regulations.

**7. LAWS AND REGULATIONS.** The EDC understands and agrees that all applicable state and federal laws, County ordinances, and any rules and regulations of any authority having jurisdiction over economic developments shall apply to the Contract throughout, and such laws, ordinances, rules and regulations shall be deemed to be included herein as if set forth in their entirety, specifically NMSA 1978 §5-10-1 *et seq.*

**8. INSURANCE.** The EDC shall keep the following insurance coverage in full force and effect throughout the term of this Agreement and shall name the County as coinsured.

General Liability Coverage - One Million Dollars (\$1,000,000).

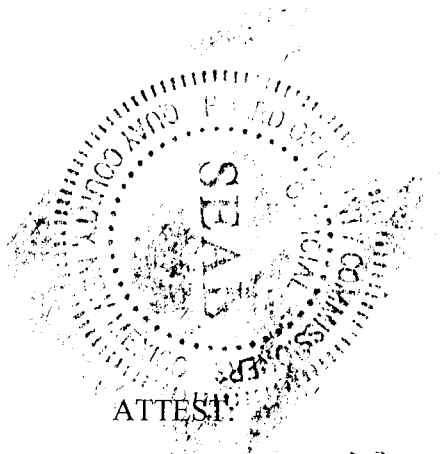
The EDC agrees to defend, protect, indemnify and hold Quay County, New Mexico harmless from any and all claims for damages for personal injury or property damage caused by the EDC or its employees performing hereunder.

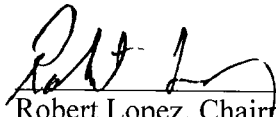
**9. MISCELLANEOUS.**

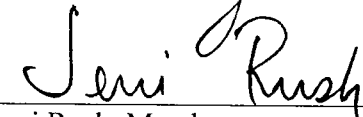
- a. This Agreement shall be governed and construed pursuant to the laws of the State of New Mexico.
- b. This Agreement contains the entire agreement of the parties.
- c. No amendment of the terms of this Agreement shall be valid unless made in writing and executed with the same formalities as this original Agreement.
- d. The waiver by either party hereto of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- e. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives and successors in interest.
- f. This Agreement shall not be assignable.
- g. If any provision of this Agreement is subsequently found to be unenforceable, it shall not destroy the legality of the remainder of this Agreement.
- h. In connection with the performance of this Agreement, the EDC agrees not to discriminate against any employee or applicant for employment because of race, creed, color, gender or national origin. The EDC agrees to take affirmative action to ensure that applicants are employed without regard to race, creed, color, gender or national origin.
1. All documents and data produced hereunder are the property of Quay County, New Mexico.

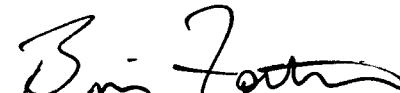
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) counterparts, each of which shall be deemed an original, on the date last written below.

**BOARD OF COUNTY COMMISSIONERS OF  
QUAY COUNTY, NEW MEXICO**



  
Robert Lopez, Chairman

  
Jerri Rush, Member

  
Brian Fortner, Member

ATTEST:

  
Ellen White, County Clerk

**GREATER TUCUMCARI ECONOMIC  
DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
President



# QUAY COUNTY GOVERNMENT

FISCAL YEAR 2023-2024

## RESOLUTION NO. 30

### A RESOLUTION UPDATING PERSONNEL POLICY 9.7 OVERTIME PAY AND COMPENSATORY TIME FOR NONEXEMPT EMPLOYEES

**WHEREAS**, Quay County is a governmental entity that follows an established policy for compensation for all work positions within the County Government.

**WHEREAS**, Straight time is paid for the hours worked between one hundred and sixty (160) and one hundred seventy one (171) hours in a 28 day period for law enforcement personnel.

**WHEREAS**, Public Safety employees required to work more than one hundred seventy one (171) hours during a twenty eight (28) day period shall be compensated for such time by the award of compensatory time at a rate of one-and-one half ( $1 \frac{1}{2}$ ) hours for each regular hour of overtime worked, up to a maximum of 40 hours of compensatory time.

**WHEREAS**, Quay County would like to update our Personnel Policy to provide law enforcement personnel compensation for overtime at the same rate as all other employees. Computing overtime hours after forty (40) hours in a week period of seven (7) days.

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED**, that the Personal Policy Section 9.7 Overtime Pay and Compensatory Time for Nonexempt Employees shall be modified to read:

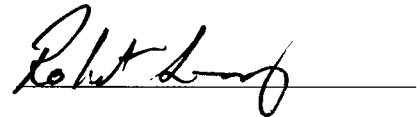
Overtime is actual time worked in excess of forty (40) hours in a week period of seven (7) days. In computing the number of hours worked during the week for overtime purposes, time absent from work, such as for holidays, sick leave, annual leave, or compensatory time, shall not be computed as hours worked. Employees who are required to work more than the forty (40) hour work week, other than Detention Center personnel, shall be compensated for such overtime work by the award of compensatory time off at the rate of one-and-one half ( $1 \frac{1}{2}$ ) hours for each hour of overtime worked, up to a maximum of forty (40) hours of compensatory time. Compensatory time should be taken within thirty (30) working days in which the compensatory time was earned. Detention Center personnel required to work more than eighty-four (84) hours during a fourteen (14) day period shall be compensated for such time by the award of compensatory time at the rate of one-and-one half ( $1 \frac{1}{2}$ ) hours for each regular hour of overtime worked, up to a maximum of forty (40) hours of compensatory time. Compensatory time should be taken within thirty (30) days in which the compensatory time was earned. The taking off of compensatory time must be approved by the supervisor and can be denied if it conflicts with work schedules. Straight time will be paid for the hours worked between eighty (80) and eighty-four (84) hours in a fourteen (14) day pay period for Detention Center personnel.

Overtime shall be kept to a minimum and authorized only under special circumstances. Compensatory time will be given at the discretion of the supervisor.

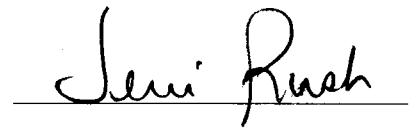
Employees shall be encouraged to utilize compensatory time and not accumulate it. For each hour accumulated beyond the maximum compensatory time allowable, an employee shall be compensated one-and-one half (1 ½) times the employee's hourly rate, if applicable. An employee who resigns, retires, or is involuntarily terminated from employment with the County shall be paid for unused compensatory time at the rate of compensation not less than the regular final rate received by the employee.

**DONE and Resolved** on this 11<sup>th</sup> day of December 2023.

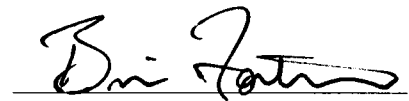
**QUAY COUNTY COMMISSION**



Robert Lopez, Chairman

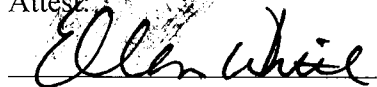


Jerri Rush, Commissioner

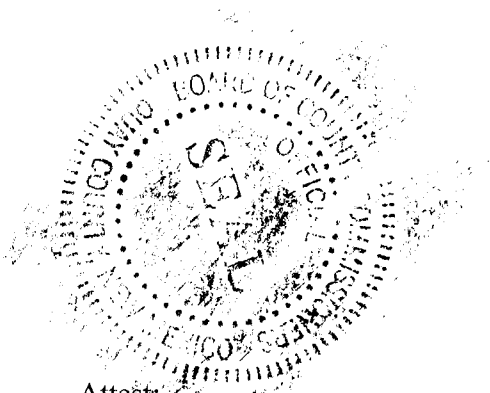


Brian Fortner, Commissioner

Attest:



Ellen White, Quay County Clerk







## QUAY COUNTY GOVERNMENT

300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

### NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 11<sup>th</sup> scheduled meeting adopted 2023-2024 Resolution No. 25 to establish the following policy regarding public meetings.

**1. By FY2023-2024 Resolution No. 25 to adopt the New Mexico Open Public Meeting Policy requirements.**

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

**2024 Commission Meeting Dates**

Date	Day	Date	Day
Jan 4 <sup>th</sup> *	Monday	July 8	Monday
January 29*	Monday	July 22	Monday
February 12	Monday	August 12	Monday
February 26	Monday	August 26	Monday
March 11	Monday	September 9	Monday
March 25	Monday	September 23	Monday
April 8	Monday	October 14	Monday
April 22	Monday	October 28	Monday
May 13	Monday	November 12*	Tuesday
May 28*	Tuesday		
June 10	Monday	December 9	Monday
June 27*	Monday		

\*January 8<sup>th</sup> meeting was changed to the 4<sup>th</sup> per request in Commission meeting Dec. 11<sup>th</sup>.

\* January meetings are scheduled to not interfere with the NM Counties' Legislative Conference January 15-18, 2024.

\*May 28<sup>th</sup> is set for Tuesday to avoid Monday, May 27<sup>th</sup>, 2024, Memorial Day Holiday.

\* June meetings are scheduled to not interfere with the NM Counties' Annual Conference June 17-20, 2024.

\*November 12<sup>th</sup> is set for Tuesday to avoid Monday, November 11<sup>th</sup>, Veterans Day and remain in compliance to Canvass the 2024 General Election.

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

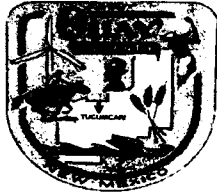
**2. Established by 2023-2024 Resolution No. 25 that the following is determined to be reasonable notice for any public meeting for the Board of County Commissioners or of any policymaking agency or authority of the Board for the calendar year 2024.**

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

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

---

Daniel Zamora, Quay County Manager



**QUAY COUNTY GOVERNMENT**  
300 South Third Street  
P.O. Box 1246  
Tucumcari, NM 88401  
Phone: (575) 461-2112  
Fax: (575) 461-6208

**2024 HOLIDAY SCHEDULE**

<b>DATE OF HOLIDAY</b>	<b>HOLIDAY</b>	<b>DAY/DATE OBSERVED</b>
<b>01/01/2024</b>	<b>New Year's Day</b>	<b>Monday, January 1, 2024</b>
<b>01/15/2024</b>	<b>Martin Luther King Day</b>	<b>Monday, January 15, 2024</b>
<b>02/19/2024</b>	<b>President's Day</b>	<b>Monday, February 19, 2024</b>
<b>05/27/2024</b>	<b>Memorial Day</b>	<b>Monday, May 27, 2024</b>
<b>06/19/2024</b>	<b>Juneteenth</b>	<b>To be Taken at Thanksgiving Wednesday, November 27, 2024</b>
<b>07/04/2024</b>	<b>Independence Day</b>	<b>Thursday, July 4, 2024</b>
<b>09/02/2024</b>	<b>Labor Day</b>	<b>Monday, September 2, 2024</b>
<b>10/14/2024</b>	<b>Indigenous People Day</b>	<b>To be Taken at Christmas Thursday, December 26, 2024</b>
<b>11/11/2024</b>	<b>Veteran's Day</b>	<b>Monday, November 11, 2024</b>
<b>11/28/2024</b>	<b>Thanksgiving Day</b>	<b>Thursday, November 28, 2024</b>
<b>12/25/2024</b>	<b>Christmas Day</b>	<b>Wednesday, December 25, 2024</b>
	<b>Personal Holiday</b>	<b>TBD</b>

## PROFESSIONAL MEDICAL SERVICE AGREEMENT

This agreement is made the 11<sup>th</sup> day of December 2023 between Quay County, New Mexico, hereinafter referred to as "County", and Presbyterian Medical Services, hereinafter referred to as "Contractor".

WHEREAS, Contractor is qualified to provide certain health care services to Quay County Detention Center adults and,

WHEREAS, the County does not have sufficient existing staff to provide such services, and

WHEREAS, it would be in furtherance of the public security and welfare for the Contractor to provide the services as set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. **Services.** Contractor shall provide basic medical assessments and evaluations for detainees at the Quay County Detention Center. The contractor shall make referrals as necessary.
2. **Payment.** Payment of the County of the Contractor's compensation shall be paid monthly upon receipt of invoice. The contract will be reviewed and/or approved on a yearly basis by both parties.  
See Attachment.
3. **Status and Term.** Contractor shall perform services as an independent Contractor and is not authorized to act as an agent of Quay County. The contractor will not be entitled to any fringe benefits available to employees of Quay County. The contractor will be obligated to pay all taxes on compensation received pursuant to this agreement. Services shall be coordinated with the Quay County Detention Administrator. This agreement shall be terminated by either party upon 30-day written notice. However, Quay County reserves the right to terminate this contract prior to its stated termination date if determined that the Medical Service Provider's services are unacceptable. This determination is at the sole discretion of the Quay County Board of Commissioners. Termination on these grounds require no advance notice. Quay County will indemnify and hold harmless the Contractor from all claims, losses and liabilities arising out of this agreement except those resulting from the Contractor's own negligence/intentional acts or omissions.

This agreement shall remain in full force and effective for a period of four (4) years beginning thirty days from approval.

4. **Employees of Contractor.** All persons retained by the Contractor to render the services required by this agreement shall be employees of the Contractor and shall be

solely responsible for their acts, their compensation and all taxes associated with their employment of the Contractor.

5. **Confidentiality.** Any confidential information to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization, except when required by law, without the prior written approval of Quay County or the detainee as the case may be.
6. **Assignment or Transfer.** The contractor shall not assign or transfer any interest in this agreement or assign any claims for money due under this agreement without prior written approval of the County. Contractor may, with the approval of the Quay County Detention Administrator, assign another medical professional to provide services if the Contractor is unavailable.
7. **Deliverables.** Attachment to contract is a list of deliverables from both parties 'County' and 'Contractor'.
8. **Entire Agreement.** This contract contains the entire agreement between both parties and shall not be modified in any manner except by an instrument in writing by the parties hereto their respective successors in interest.
9. **Governing Law.** The contract shall be governed by the laws of New Mexico. In the event legal proceedings are instituted to enforce its terms, the prevailing party shall be entitled to reasonable attorney fees and costs.

**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of December 2023

CONTRACTOR

PRESBYTERIAN MEDICAL SERVICES

\_\_\_\_\_  
President

COUNTY

BOARD OF COMMISSIONERS

\_\_\_\_\_  
Robert Lopez, Chairman

\_\_\_\_\_  
Jerri Rush, Member

\_\_\_\_\_  
Brian Fortner, Member



ATTEST:

\_\_\_\_\_  
Ellen White, Quay County Clerk

**PROFESSIONAL MEDICAL SERVICE AGREEMENT  
ATTACHMENT**

1. **Deliverables.**

**"County"**

- "County" will assign one medically trained staff member to train Detention staff on proper administration of medication to detainees.
- "County" will provide any necessary examination area and incidental supplies necessary for the examination to perform this agreement.
- Same staff member will ensure all County staff are following proper HIPAA guidelines.
- "County" will provide a medical liaison officer to assist in communicating with the Contractor.
- Only trained Detention staff will be allowed to assist "Contractor" with detainee appointments.
- Transportation to all offsite medical appointments are the responsibility of the "County"
- The appropriate trained Detention staff member will coordinate all visits from the provider.
- Only appropriately trained Detention staff have the authority to dispense medication to detainee population.
- "County" is responsible for keeping all documents of medically trained Detention staff and is responsible for all updates.
- "County" is responsible for all first aid kits being up to date and in compliance. These kits should be audited once a month by authorized Detention staff. It is the responsibility of the Detention staff to ensure that the "Contractor" approves all first aid kits once a year. Detention staff will keep on file all proper documentation in reference to the first aid kits.
- "County" will ensure that all after hour admittance have a proper clearance with the appropriate documentation on file for each resident.
- "County" is responsible for the proper disposal of biohazard materials.

**"Contractor"**

- "Contractor" will provide and supervise non-emergency care for the residents.
- "Contractor" will provide emergency treatment in his place of business during office hours on a priority basis. This will be billed and paid under **#2 Payment.**
- "Contractor" will provide two (2) visits to the Detention Center per week to render medical services by licensed staff, including physical examination, nursing and records supervision, and medical treatment to be scheduled in a manner which meets the requirements of the facilities and the professional and business obligations of the provider.

- "Contractor" will make referrals to the specialist and make appointments when specialized care is necessary as indicated from the medical exam by provider. Any referral will be managed for travel and payment by the County.
- "Contractor" will consult and provide assistance by telephone when requested as an on call noted under **#2 Payment**.
- "Contractor" will administer immunizations or treatment for exposure to contagious diseases to the Detention staff as required by law or regulation. The cost to be borne by Quay County.
- "Contractor" shall provide basic medical assessments and evaluations for detainees at the Detention Center. Such services shall be within 72 hours of incarceration, and make referrals as necessary.
- "Contractor" must provide proof of New Mexico License.
- "Contractor" will not treat any mental health patients without proper written release from the authorized mental health provider unless in an emergency.
- "Contractor" will provide his/her own transportation.
- "Contractor" will provide their own liability insurance certificate.

Any confidential information provided to or developed by the service provider in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of the County or resident as the case may be.

Any additional services will be considered and should be made part of the proposal.

### **"Billings and Payment"**

- Payment of the County of the Contractor's compensation shall be paid monthly upon receipt of an invoice.
- Payment #1 A minimum of Two (2), one (1) hour visits a week at \$200 a visit for 52 weeks as needed. Contractor agrees if they are contacted 2 hours in advance, not to come for visit as there are no patients, Contractor will not bill for that visit. Cost cap up to \$20,800 per year.
- Payment #2 Contractor will provide for four (4) hours a month of on-call during Contractor's regular office hours at the rate of \$180 per hour. Contractor will provide cell number for these calls, however the provider will not have set hours for calls. Contractor will not invoice if no calls taken. Cost cap up to \$8,640 per year.
- Contract payment total of \$58,880 invoiced monthly in 24 payments by the 11<sup>th</sup> of each month and reviewed monthly for approval by County for payment.
- All medication and any other services not outlined in this agreement will be at the "County" expense.

## **PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT IS MADE AND ENTERED INTO** this 11 day of Dec 2023 by and between **Rafter E, LLC** hereinafter referred to as "**SELLER**" and QUAY COUNTY, NEW MEXICO, hereinafter referred to as "**PURCHASER**".

### **RECITALS**

**WHEREAS, SELLER** are the owners of that certain real property and improvements situated in the City of Tucumcari, Quay County, New Mexico, and more particularly described in Paragraph One (1) below, hereinafter referred to as the "**PROPERTY**"; and

**WHEREAS, SELLER** wishes to sell the real property to **PURCHASER** by accepting a purchase price in cash.

**WHEREAS, THE PURCHASER** desires to purchase the property under the terms suggested by **SELLER**.

**NOW, THEREFORE**, in consideration of the above-expressed purposes and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Description of the Property. Upon the following terms and conditions, the **SELLER** shall sell to **PURCHASER**, and **PURCHASER** shall purchase from **SELLER**, the real property, fixtures, and improvements which are described below, located at 511 S Second Street, Tucumcari, New Mexico, and which shall be collectively referred to in this Agreement as the "**PROPERTY**". The **PROPERTY** includes the real property and improvements located thereon, described as Lots Three (3) through four (4) in Block Seventeen (17) of the McGee Addition to the City of Tucumcari, together with all fixtures located thereon as described on **Exhibit "A"** attached hereto and incorporated herein by reference.

2. Purchase Price and Terms of Payment. As full consideration for the purchase price of the above-described premises, the **PURCHASER** agrees to purchase the Property for a total purchase price of \$190,000.00, payable as follows:

A. At Closing, Purchaser shall pay Seller a cash payment of \$190,000.00.

3. Title Provisions. **SELLER** shall convey good and merchantable title to **PURCHASER** upon closing of this transaction, free and clear of all liens or encumbrances, except as to recorded easements, rights-of-way or other matters which can be ascertained by visual inspection of the **PROPERTY**.

**SELLER**, at their sole cost and expense, agrees to furnish **PURCHASER** a commitment to title insurance as hereinafter set forth. The subject title binder shall be issued by FIRST TITLE SERVICES, LLC, and shall cover the subject **PROPERTY** in the amount of



\$190,000.00 and shall conform to the American Land Title Association (ALTA) standards; and shall show merchantable title to the subject **PROPERTY** vested in **SELLER**, subject only to the usual and customary exceptions of record.

**PURCHASER** shall have 5 days after the delivery of the title commitment to **PURCHASER** to review it and provide **SELLER** with written notice of any objections to the status of title as shown by the commitment with the exception of standard title insurance policy exceptions. Any objections which have not been presented to **SELLER** by the end of such period shall be deemed to have been waived. If written objections to the title commitment are timely made, then **SELLER**, at **SELLER'S** expense, may take such steps as are necessary to resolve the objections. If **SELLER** is unable or unwilling to resolve **PURCHASER'S** objections to **PURCHASER'S** reasonable satisfaction prior to closing, then **PURCHASER** may elect not to close this transaction and not to purchase the **PROPERTY**.

4. Fixtures, Buildings, Equipment and Furnishings. The parties acknowledge that the **PURCHASER** has had ample opportunity to inspect the building, fixtures, and improvements on the premises and accept such properties in "as-is" condition. Further, the parties understand and agree that the **SELLER** is making no other representations or warranties as to the fitness or operating condition of the building, fixtures or improvements transferred hereunder and that such building, fixtures, equipment, and improvements are being transferred in "as-is" condition. **Purchase, acknowledges that except for Seller's special warranty of title contained in the deed, Purchaser is not relying on any written, oral, implied or other representations, statements or warranties by Seller or any agent of Seller. All previous written, oral, implied or other statements, representations, warranties or agreements, if any, are merged herein. Except as expressly set forth herein, Seller shall have no liability to Purchaser, and Purchase, HEREBY releases Seller from any liability (including contractual and/or statutory actions for contribution or indemnity), for, concerning or regarding (1) the nature and condition of the Property, including the suitability thereof for any activity or use; (2) any improvements or substances located thereon; or (3) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. THE FOREGOING INCLUDES A RELEASE OF SELLER FROM CLAIMS BASED ON SELLER'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. SELLER HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES, REPRESENTATIONS, COVENANTS OR GUARANTEES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER AFFIRMS THAT PRIOR TO CLOSING PURCHASER SHALL HAVE (i) INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (ii) MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PURCHASER HEREBY**

ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (ii) THAT SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. PURCHASER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY. SELLER IS HEREBY RELEASED BY PURCHASER AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY; OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT PURCHASER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART, UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. PURCHASER FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO PURCHASER AND THAT PURCHASER FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

5. Environmental Responsibility. The parties specifically understand and agree that, to SELLER'S actual knowledge, with no duty of investigation, no portion of the PROPERTY is being used or has ever been used for the generation, storage, disposal, or for the handling of any environmental waste of hazardous substances. Further, to SELLER'S actual knowledge, there are no conditions whatsoever on the subject **PROPERTY** which would subject **PURCHASER** to any environmental claims against **PURCHASER** involving compliance with any and all applicable federal, state or local environmental laws, rules or regulations.

Upon closing of this transaction, **PURCHASER** agrees to indemnify and hold **SELLER** harmless as to any and all claims, demands, damages or proceedings involving **PURCHASER** use of the subject **PROPERTY**, particularly including any environmental claims against **PURCHASER** or **SELLER** regarding compliance with any and all applicable federal, state or local environmental laws, rules or regulations involving **PURCHASER'S** use of the subject **PROPERTY**.

Likewise, **SELLER** agree to indemnify and hold **PURCHASER** harmless as to any and

all claims, demands, damages or proceedings involving **SELLER'S** use of the subject **PROPERTY**, particularly including any environmental claims against **PURCHASER** or **SELLER** regarding compliance with any and all applicable federal, state or local environmental laws, rules or regulations involving **SELLER'S** use of the subject **PROPERTY**.

6. Taxes and Insurance. Insurance (at Purchaser's option) if a transfer is permitted by the insurance carrier, and current taxes shall be prorated through the Closing Date. If the amount of the ad valorem taxes for the year in which the sale is closed is not available on the Closing Date, proration of taxes shall be made on the basis of taxes assessed in the previous year, with a subsequent cash adjustment of such proration to be made between Seller and Purchaser, if necessary, when actual tax figures are available.

7. Real Estate Commissions. **SELLER** and **PURCHASER** covenant and agree that neither party has employed a real estate broker with respect to this transaction.

8. Possession and Delivery. Possession of the **PROPERTY** shall be delivered to **PURCHASER** immediately upon execution of this Agreement, and the risk of loss to **PURCHASER** shall shift at that time.

9. Closing of Transactions. The closing of this transaction shall occur on or before \_\_\_\_\_, or within 7 days after objections to title have been cured, whichever date is later (the "Closing Date"); however, the Closing Date shall be extended up to 15 days only if necessary to comply with lender's closing instructions (for example, insurance policy, property repairs, closing documents). Closing shall occur in the offices of FIRST TITLE SERVICES, LLC (the "Escrow Agent"), 216 South 2nd Street, Tucumcari, New Mexico. At closing, Seller shall furnish purchaser with a Special Warranty Deed, subject only to all matters of record other than liens and conveyances.

10. Closing Costs and Attorney Fees. Each party shall be responsible for their own attorney's fees. The seller is responsible for any title company closing fees, including recording fees, incurred in closing this transaction with the exception of title insurance which shall be borne by **SELLER** and any survey fees which shall be borne by **PURCHASER**.

11. Default and Remedies. If either party defaults in the performance of this Agreement, the non-defaulting party shall have the right to compel specific performance of the defaulting party's duties and obligations, to rescind this Agreement or to pursue any other remedy provided by law.

12. Survival of Agreement After Closing. The parties specifically understand and agree that all of the representation and warranties and the "As-Is" provision contained in this Agreement shall survive the closing and performance of this Agreement.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same

14. Further Documentation. The parties specifically agree to execute such further

deeds, documents, or other writings as are necessary to effectuate the terms and conditions of this Agreement.

15. Interpretation. This Agreement is made and entered into and shall be governed by the laws of the State of New Mexico.

16. Benefit. This Agreement will be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns.

17. Attorney's Fees. If, Purchaser, Seller, or Escrow Agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party shall be entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney fees. The provisions of this paragraph shall survive closing.

18. Notices. All notices shall be in writing and effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission or email (with receipt confirmed) to the party at the addresses specified below.

19. Dispute Resolution. The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before the parties resort to arbitration or litigation and a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services equally.

20. Agreement of the Parties. This contract shall be binding on the parties, their heirs, executors, representatives, successors, and assigns. This contract contains the entire agreement of the parties and cannot be changed except by written agreement. The purchaser may not assign this contract.

21. Casualty Loss and Condemnation

(a) If any part of the Property is damaged or destroyed by fire or other casualty loss, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller is unable to do so without fault, Purchaser may: (i) terminate this contract and the Earnest Money shall be refunded to Purchaser; (ii) extend the time for performance up to 15 days and the Closing Date shall be extended as necessary; or (iii) accept the Property in its damaged condition and accept an assignment of insurance proceeds.

(b) If prior to closing condemnation proceedings are commenced against any portion of the Property, Purchaser may: (i) terminate this contract by written notice to Seller within 10 days after Purchaser is advised of the condemnation proceeding and the Earnest Money shall be refunded to Purchaser; or (ii) appear and defend in the condemnation proceeding and any award in condemnation shall, at Purchaser's election, become the property of Seller and the sales price shall be reduced by the same amount or any award shall become the property of Purchaser and the sales price shall not be reduced.

22. Escrow. If either party makes demand for the payment of the Earnest Money,

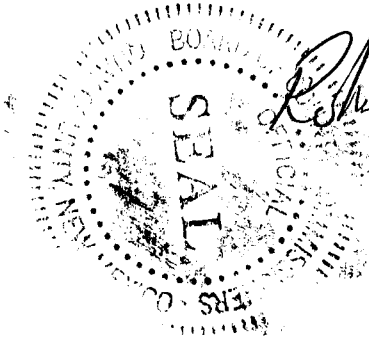
Escrow Agent has the right to require from all parties a written release of liability of Escrow Agent for disbursement of the Earnest Money. Any refund or disbursement of Earnest Money under this contract shall be reduced by the amount of unpaid expenses incurred on behalf of the party receiving the Earnest Money, and Escrow agent shall pay the same to the creditors entitled thereto. At closing, the Earnest Money shall be applied first to any cash down payment, then to Purchaser's closing costs and any excess refunded to Purchaser. Demands and notices required by this paragraph shall be in writing and delivered by hand delivery or by certified mail, return receipt requested.

23. EFFECTIVE DATE. The Effective Date of this contract for the purpose of performance of all obligations shall be the date this contract is receipted by the Escrow Agent after all parties have executed this contract.

**SELLER:**

By: David Hoffman  
Dated signed: Dec 14, 2023

**PURCHASER:** Tucumcari Quay Regional Emergency Communications Center/Quay County



Date signed: Dec. 11, 2023

**RECEIPT**

On this day, \_\_\_\_\_, 2023, Escrow Agent acknowledges receipt of the Contract, fully executed by both parties.

By: \_\_\_\_\_