



QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS June 23, 2014

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Special Session June 6, 2014

Approval of Minutes-Regular Session June 9, 2014

Approval/Amendment of Agenda

Public Comment

Ongoing Business

- I. **Donald Adams, Quay County Fire Marshal**
 - Discussion of Amendments to Ordinance No. 27 Limits on Open Burning

New Business

- II. **Janie Hoffman, Quay County Assessor**
 - NMAC Board and Annual Conference Report
- III. **Ellen White, Quay County Chief Deputy Clerk**
 - Discussion of Resolution and Ordinance Calling for a Special Election in September Adopting an Emergency Communications Gross Receipts Tax
- IV. **Larry Moore, Quay County Road Superintendent**
 - Road Update



DOC #CM-00339

07/15/2014 11:18 AM Doc Type: COCOM

Fee (No FieldTag Finance TotalFees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 76



V. Richard Primrose, Quay County Manager

- Request Approval of 2013-2014 Resolution No. 37 Budget Increase to DWI Distribution Fund
- Request Approval of 2013-2014 Resolution No. 38 Budget Increase to Jordan Fire District Fund
- Request Approval of 2013-2014 Resolution No. 39 Budget Increase to Wildlife Services Fund
- Request Approval of 2013-2014 Resolution No. 40 Budget Increase to Forestry Fund
- Request Approval of Summit Food Service Contract
- Request Approval of 2014-2015 DWI Grant Agreement
- Request Approval of 2014-2015 DWI Distribution Letter
- Request Approval of 2014-2016 Traffic Safety Division Grant Agreement
- Discussion of Personnel Policy Work Session
- Correspondence

VI. INDIGENT CLAIMS BOARD

- Call Meeting to Order
- Request Approval of Indigent Minutes for the May 27, 2014 Meeting
- Review June Claims Presented by Julie Lafferty
- Adjourn

VII. Request Approval of Accounts Payable

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

Adjourn

Lunch- Time and Location to be Announced

1:00 p.m. Commission will meet for a Work Session in the Commission Room of the Courthouse to discuss Sub Recipient Funding.

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

June 23, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 23rd of June, 2014 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:

Brad Bryant, Chairman
Sue Dowell, Member
Mike Cherry, Member
Richard Primrose, County Manager
Veronica Marez, Quay County Clerk

OTHERS PRESENT:

Donald Adams, Quay County Fire Marshal
Steve Hansen, Quay County Sun
Russell Braziel, KQAY Radio Station
Ellen White, Quay County Chief Deputy Clerk

The meeting was called to order by Chairman Brad Bryant. Richard Primrose led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the June 9, 2014 Regular Commission Meeting. ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Brad Bryant to approve the minutes from the June 6, 2014 Special Commission Meeting. ROLL CALL: Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Agenda. ROLL CALL: Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Larry Moore, Quay County Road Superintendent and Janie Hoffman, Quay County Assessor joined the meeting. Time noted 9:15

PUBLIC COMMENT: NONE

ONGOING BUSINESS:

Donald Adams, Quay County Fire Marshal requested additional comments before submitting the Amended Ordinance No. 27; Limits on Open Burning for publication. With no additional changes, adopting the Ordinance will proceed.

OLD BUSINESS: None

NEW BUSINESS:

Janie Hoffman, Quay County Assessor, presented the NMAC Board Report.

Ellen White, Quay County Chief Deputy Clerk informed the Commissioners of upcoming dates and deadline regarding the Emergency Communications Gross Receipts Tax Election and requested the Commissioners have a Special Meeting so the election can be held on September 16, 2013 instead of September 23, 2014 in order to meet the September 30 Taxation and Revenue deadline for submitting documentation from the Election.

Chairman Bryant requested a break. Time noted 9:40 a.m.

Larry Moore, Quay County Road Superintendent presented the following report.

1. Crews bladed 78.86 miles.
2. Moore thanked Richard, Veronica, Ellen, Janie, Darla, Mike and Vic for assisting with the meal during the Summer Conference ROADEO.
3. Crews finished hauling on Quay Rd AR.
4. Crews started hauling on Quay Rd 43.
5. Moore will be taking the axle from the water tanker to Amarillo today to get replaced.
6. Moore informed the Commissioners that in the affiliate meeting the main concern of the affiliate was the Resolution for Amtrax. Moore's concern was the Prairie Chicken.
7. There is an RPO meeting this week but will not be attending.
8. Darla Munsell will be presenting our CDBG Application to CDBG Board on June 30, 2014.

Primrose received a call from Doyle Frasier thanking the Road Department for repairing Quay Rd R and Quay Rd 64.

Richard Primrose gave the following County Manager's Report:

1. Requested approval of 2013-2014 Resolution No. 37 Budget Increase to DWI Distribution Fund. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Resolution is attached and made a part of these minutes.
2. Requested approval of 2013-2014 Resolution No. 38 for Budget Increase to Jordan Fire District Fund. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Resolution is attached and made a part of these minutes.
3. Requested approval of 2013-2014 Resolution No. 39 Budget Increase to Wildlife Services Fund. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Resolution is attached and made a part of these minutes.
4. Requested approval of 2013-2014 Resolution No. 40 for Budget Increase to Forestry Fund. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Resolution is attached and made a part of these minutes.
5. Requested Approval of Summit Food Service Contract. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Contract. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Contract is attached and made a part of these minutes.
6. Request Approval of 2014-2015 DWI Grant Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Agreement is attached and made a part of these minutes.
7. Request Approval of 2014-2015 DWI Distribution Letter. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Distribution Letter. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Letter is attached and made a part of these minutes.
8. Requested Approval of 2014-2016 Traffic Safety Division Grant Agreement. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Agreement. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". Copy of said Agreement is attached and made a part of these minutes.

CORRESPONDENCE:

1. Presented the monthly RPHCA narrative report.
2. Darla Munsell will be attending the CDBG meeting on June 30, 2014.
3. Interstate Stream meeting June 30, 2014 in Grady, NM 1:30-3:30 pm.
4. Logan 4th of July Celebration will be held on July 4-5.

5. Trigg Memorial Hospital will be having a welcome at 2:00 pm today for Dr. Davis.
6. A Work Session will follow today's meeting at 1:00 p.m. to discuss Sub Recipient Funding.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Time noted 10:30 a.m.

-----INDIGENT CLAIMS BOARD-----

Return to regular session. Time noted 10:35 a.m.

CHECKS WERE REVIEWED.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures as presented. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye". A copy of the expenditure report is attached and made a part of these minutes.

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

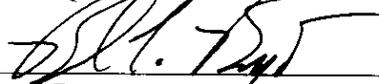
The Commission agreed to a Special Meeting on Friday, June 27, 2014 at 9:00 a.m. for the first Public Hearing for the Amended Ordinance No. 27 and the Ordinance calling for Special Gross Receipts Tax Election. The Commissioners stated that they are opposed to raising taxes. However, they see no other equitable way to continue funding the dispatch center with efficiency to the residents.

Commissioner Dowell stated she was happy to see progress on the Personnel Policy. Dowell said she still has concerns regarding the lack of Safety Training for employees, funding of the Greater Tucumcari Economic Development and not having an Emergency Manager.

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next Special meeting set for June 27, 2014 followed by our next regular meeting set for July 14, 2014 unless sooner called. The Commissioners announced they would be having lunch at the Corner Stone Deli and all those in attendance were invited. . ROLL CALL; Dowell voting "aye", Cherry voting "aye", Bryant voting "aye".

Time noted 11:00 a.m.

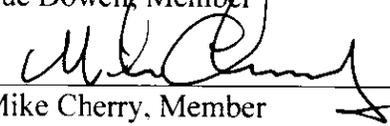
BOARD OF QUAY COUNTY COMMISSIONERS



Brad Bryant, Chairman



Sue Dowell, Member



Mike Cherry, Member

ATTEST:



Veronica Marez, Quay County Clerk

**QUAY COUNTY
FISCAL YEAR 2013-2014
RESOLUTION No. 37**

Authorization of Budgetary Increase to **DWI Distribution Fund (622)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 23, 2014 the following was among the proceedings;

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

**State Fund 223
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
622-00-37070 State Formula-Dist.		\$ 209.67
622-12-41020 Full-Time Salaries	\$ 209.67	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Revenue not budgeted previously**

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

DONE at Tucumcari, County of Quay, New Mexico this 23rd day of June, 2014.



Brad Bryant, Chairman

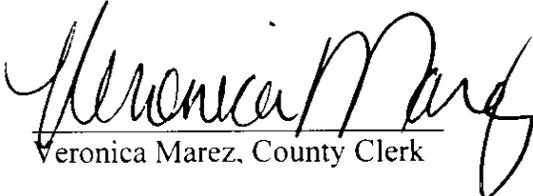


Sue Dowell, Member

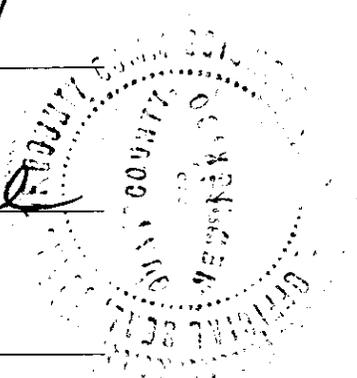


Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



**QUAY COUNTY
FISCAL YEAR 2013-2014
RESOLUTION No. 38**

Authorization of Budgetary Increase to **Jordan Fire District Fund (412)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 23, 2014 the following was among the proceedings;

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

**State Fund 209
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
412-12-48900 Capital Outlay	\$13,797.00	

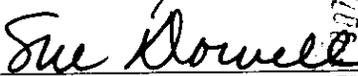
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Cash Balance not budgeted previously to purchase a Type 5 Brush Fire Truck**

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

DONE at Tucumcari, County of Quay, New Mexico this 23rd day of June, 2014.



Brad Bryant, Chairman

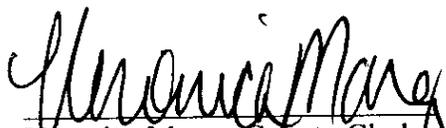


Sue Dowell, Member

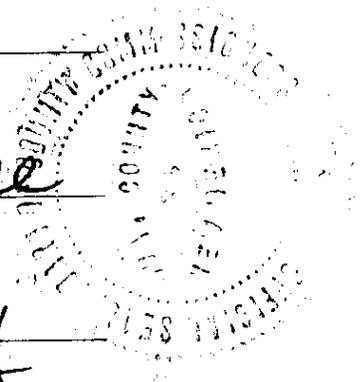


Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



**QUAY COUNTY
FISCAL YEAR 2013-2014
RESOLUTION No. 39**

Authorization of Budgetary Increase to **Wildlife Services Fund (639)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 23, 2014 the following was among the proceedings;

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

**State Fund 218
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
639-00-37230 Donations		\$1,975.00
639-12-45450 Contractual Services	\$1,975.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Additional Revenue not budgeted previously**

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

DONE at Tucumcari, County of Quay, New Mexico this 23rd day of June, 2014.



Brad Bryant, Chairman

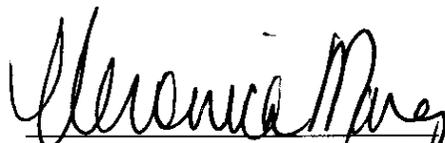


Sue Dowell, Member

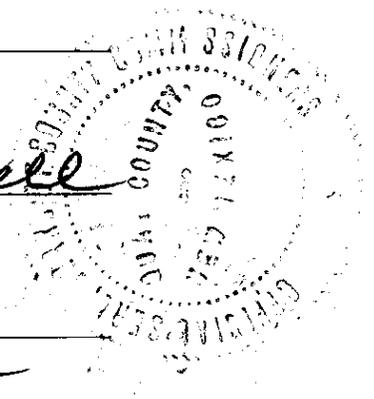


Mike Cherry, Member

ATTEST:



Veronica Marez, County Clerk



**QUAY COUNTY
FISCAL YEAR 2013-2014
RESOLUTION No. 40**

Authorization of Budgetary Increase to **Forestry Fire Funds (416)**

WHEREAS, at meeting of the Board of Quay County Commissioners on June 23, 2014 the following was among the proceedings;

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

**State Fund 209
Budgetary Increase**

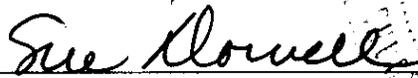
	<u>DEBIT</u>	<u>CREDIT</u>
416-00-36030 Investment Income		\$ 637.49
416-00-37412 Jordan Fire Equipment Rev.		\$ 360.00
416-00-37420 Fire Marshal Revenue		\$ 5,325.00
416-00-38408 Fire II Manpower Rev.		\$ 21.28
416-00-38411 Forrest Manpower		\$ 38.46
416-00-38412 Jordan Manpower		\$ 46.13
416-00-38413 Bard Endee Manpower		\$ 208.82
416-00-38415 Quay Fire Manpower		\$ 3.89
416-12-47412 Jordan Fire-Equipment	\$ 360.00	
416-12-47420 Fire Marshal	\$ 5,962.49	
416-12-48408 Fire II-Manpower	\$ 21.28	
416-12-48411 Forrest Fire-Manpower	\$ 38.46	
416-12-48412 Jordan Fire-Manpower	\$ 46.13	
416-12-48413 Bard-Endee Manpower	\$ 208.82	
416-12-48415 Quay Manpower	\$ 3.89	

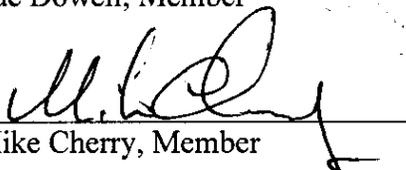
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Revenue received not budgeted previously**

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

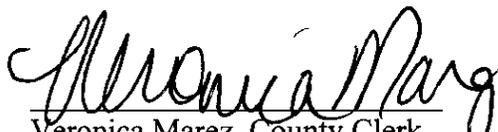
DONE at Tucumcari, County of Quay, New Mexico this 23rd day of June, 2014.

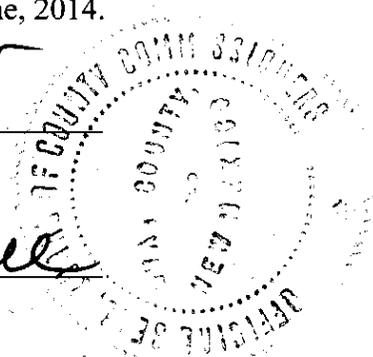

Brad Bryant, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Veronica Marez, County Clerk



**PRISONER FOOD SERVICE CONTRACT
QUAY COUNTY GOVERNMENT
And
SUMMIT FOOD SERVICE MANAGEMENT**

This Contract is made and entered into this 1st day of July 2013, by and between QUAY COUNTY, NEW MEXICO, ("COUNTY") and Summit Food Service Management ("CONTRACTOR or FSMC")

RECITALS

WHEREAS, COUNTY has a legal obligation to furnish meals for adults and juveniles being held and/or detained in the Quay County Detention Facility and other facilities; and

WHEREAS, CONTRACTOR has been granted the right to provide the same service under the State of New Mexico General Services Department Statewide Price Agreement Number 20-000-00-00070 (the "Statewide Price Agreement").

WHEREAS, COUNTY has requested that CONTRACTOR provide such services to Quay County in accordance with the Statewide Price Agreement; and

NOW, IT IS THEREFORE AGREED

1. CONTRACTOR agrees to furnish three (3) meals per day for each person being held and/or detained in the COUNTY'S detention facilities and to furnish such additional meals for such other persons as directed by the COUNTY. In addition, Summit agrees to furnish one (1) snack per day for each juvenile being held and/or detained at the COUNTY'S detention facilities and to provide juveniles meals in accordance with the applicable and enforceable provisions of the National School Lunch Program, National School Breakfast Program and snack provisions, and the Healthy, Hunger-Free Kids Act as set forth in the Catering Contract between the COUNTY and CONTRACTOR.

The COUNTY agrees to pay CONTRACTOR, on a monthly basis as follows:

<u>Number of inmates</u>	<u>Price Per Meal</u>
20 – 29	\$2.56
30 – 39	\$2.42
40 – 49	\$2.29
50 – 59	\$2.13
60 and over	\$1.93
<u>Juveniles</u>	\$2.65 per meal \$.78 per snack

Juveniles shall not be included in the number of inmates when determining pricing.

The monthly invoice from the CONTRACTOR to the COUNTY shall be due and payable within thirty (30) days of the invoice date. In the event that the COUNTY shall fail to pay the CONTRACTOR'S monthly invoice within thirty (30) days of the invoice date, the CONTRACTOR may bill the COUNTY and the COUNTY shall pay interest at the rate of one and one-half percent (1.5%) over the prime rate on the unpaid balance provided said interest shall be computed from the date of the invoice on which the balance is due.

The rate shall be increased annually by three percent (3%) or by the percentage amount determined by the Consumer Price Index for Food Away from Home, whichever is greater. The financial terms set forth in this Agreement, and all other obligations assumed by CONTRACTOR hereunder, are based on conditions in existence on the date CONTRACTOR commences operations including, without limitation, population; labor costs; food and supply costs; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, the COUNTY acknowledges that in connection with the negotiation and execution of this Agreement, CONTRACTOR has relied upon COUNTY'S representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if the COUNTY requests any significant change in the Services as provided under this Agreement, the financial terms and other obligations assumed by CONTRACTOR shall be renegotiated on a mutually agreeable basis to reflect such change or inaccuracy.

2. The term of this Contract shall be for an initial term of one (1) year commencing on the 1st day of July 2013 and ending on June 30, 2014. The parties shall have the option to extend this Contract for four (4) additional period of one (1) year upon such terms as are mutually agreed to by the COUNTY and the CONTRACTOR and in accordance with the Statewide Price Agreement.
3. The CONTRACTOR shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, the CONTRACTOR shall employ and direct such personnel as it requires to perform said services, shall exercise full and complete authority over its personnel, shall comply with all applicable Workers' Compensation, Employer's Liability and all other federal, state, health and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated, and shall make reports and as may be required by federal, state or municipal law, ordinance, rule or regulation. Notwithstanding the foregoing, in the event that the CONTRACTOR takes employment actions at the request of the COUNTY, the COUNTY shall defend and indemnify and hold harmless the CONTRACTOR from any claims arising out of such action.
4. The CONTRACTOR agrees to name the COUNTY as an additional insured on such policies of insurance as the CONTRACTOR maintains to protect itself from losses or claims arising out of the Contract. The CONTRACTOR further agrees to assume all risks of loss, to indemnify the COUNTY, its officers, agents and employees from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, judgments, including costs, witnesses fees and expenses incident thereto for injuries to person (including death) and for

loss to, or destruction of property (including property of COUNTY) arising out of or in connection with CONTRACTOR'S negligent or willful acts under this Contract provided this obligation to indemnify will not apply to the negligent or willful misconduct of the COUNTY, its officers, agents or employees. CONTRACTOR shall not be liable for loss of business, business interruption, consequential, incidental, special or punitive damages, or for loss of revenue or profit in connection with the performance or failure to perform this Contract, regardless of whether such liability arises from breach of contract, tort or any other theory of liability. . When permitted by the applicable insurance policies, COUNTY and CONTRACTOR waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury.

5. The Parties agree to waive the requirements for the performance bond and financial credit for staffing vacancies set forth in the Statewide Agreement.

6. FOOD SERVICE MANAGEMENT RESPONSIBILITIES

A. FSMC shall maintain all applicable health certifications and shall comply with all state and local regulations governing the preparation, handling and serving of food and shall obtain and keep in effect all licenses, permits and food handlers' cards as are required by law and shall post such items in a prominent place within the food service areas as is required. Food not prepared in COUNTY facilities, but delivered for use in COUNTY's food service operation shall meet all state and local sanitation standards. FSMC shall verify state or local health certification for any facility outside of the COUNTY from which it obtains food items for COUNTY to use in preparation of meals.

B. FSMC shall adhere to a 30-day cycle menu. Changes thereafter may only be made with approval of the COUNTY.

C. The FSMC shall be responsible for any liability caused by the negligence of the FSMC for claims assessed as a result of federal/state review/audits and for nay negligence on its part that results in loss of, improper use of, or damage to USDA donated foods.

7. TERM AND TERMINATION

A. This Contract shall be in effect as of July 1, 2013 through June 30, 2014.

B. The Contract may be renewed annually for up to four (4) additional one year periods from the original date of the contract between the parties (i.e. through June 30, 2018) for a total of five (5) years.

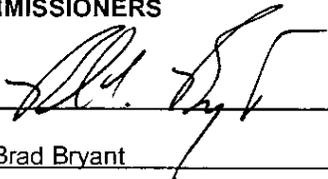
C. If either party breaches a material provision hereof (a "default"), the non-breaching party shall give the other party written notice of such default. If the default is remedied within five (5) days in the case of a failure to make payment when due or thirty (30) days in the case of any other default, the notice shall be null and void. If such default is not

remedied within the specified period, the party giving notice shall have the right to terminate the Contract upon sixty (60) days prior written notice.

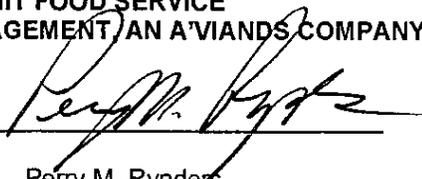
- D. Either party to this Contract may, without cause, terminate this Contract by giving the other party thirty (30) days written notice of its intention to termination.
 - E. Notwithstanding any other provision of this Contract, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.
8. COMPLIANCE WITH LAW
- A. Both parties to this Contract will adhere to all applicable federal and state labor laws.
 - B. Both parties hereto agree that they will not discriminate against any employee or applicant for employment because of race, color, age, sex or national origin and that each of them will abide and comply with all laws, rules, and regulations applicable to equal opportunity employment. COUNTY further agrees that in providing service, it will not discriminate against any patron because of race, color, age, sex, religion or national origin.
 - C. Quay County will not accept any solicitations and shall abide by laws prohibiting bribes, gratuities and kickbacks.
9. CIVIL RIGHTS COMPLIANCE. FSMC will conform with all applicable civil rights requirements.
10. CONFIRMATION AND INTERROGATION. Except as expressly amended, restated or supplemented, the parties hereby confirm the Contract in its entirety and the Statewide Pricing Agreement as applicable. The Contract and the Statewide Pricing Agreement constitute the entire agreement between the FSMC/CONTRACTOR and the COUNTY pertaining to the subject matter of the Contract, as so amended, supplemented and restated, and supersedes all prior and contemporaneous agreements, contracts and understandings of the CONTRACTOR/FSMC and the COUNTY in connection therewith.
11. Either party to this contract shall be entitled to recover attorneys' fees, any cost of suit, any expert witness fees and the actual cost of any test or inspection incurred by it in connection with any successful effort undertaken by either to enforce any term of this Contract because of a breach of this Contract by the other.
12. The proposal of the CONTRACTOR submitted for the food service program to the COUNTY, a copy of which is attached is included herein by reference for all purposes. Notwithstanding the foregoing, in the event of a conflict between the terms of the Contract and the proposal, the Contract shall control.

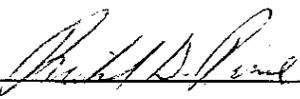
IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

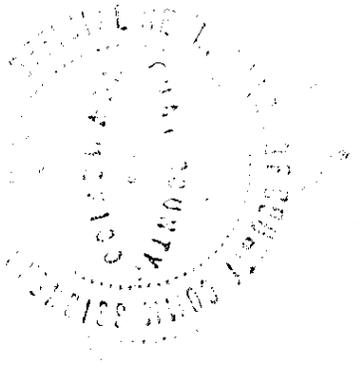
"COUNTY"
QUAY COUNTY BOARD
OF COMMISSIONERS

By: 
Name: Brad Bryant
Title: Chairman
Date: 7/22/2013

"Contractor"
SUMMIT FOOD SERVICE
MANAGEMENT, AN A'VIANDS COMPANY

By: 
Name: Perry M. Rynders
Title: CEO, A'viands, LLC
Date: 8/2/13

By: 
Name: Richard Primrose
Title: Quay County Manager
Date: 7/22/2013



CATERING CONTRACT

FOR MEALS CATERED TO A FACILITY THAT PARTICIPATES IN USDA FACILITY NUTRITION PROGRAMS

A facility that participates in U.S. Department of Agriculture (USDA) Child Nutrition Programs must meet program requirements for catered meals that will be claimed for program reimbursements, as included in this catering contract between Facility and Caterer.

I. PURPOSE AND AUTHORITY

This contract, dated May 1, 2013, between Quay County Juvenile Detention Center (Facility) and Summit Food Service, LLC (Caterer) authorizes that Caterer shall provide meals to Facility, in accordance with applicable regulations for USDA child Nutrition Programs referred to below, for the period, not to exceed one year, from July 1, 2013 through June 30, 2014 with the option to renew in one (1) year increments by mutual agreement of both parties.

Caterer will provide meals to the following Facility location:

Quay County Juvenile Detention Center
223 West High Street, Tucumcari, New Mexico 88401

Federal Regulations for USDA Child Nutrition Programs

National School Lunch Program: 7CFR 210

School Breakfast Program: 7 CFR 220

Special Milk Program: 7CFR 215

Child and Adult Care Food Program: 7CFR 226

II. Meals

- A. Caterer will provide the following types of meals:
(Indicate breakfast, lunches, snacks, suppers, milk. If more than one site, indicate any differences between sites)

Breakfast, Lunch, Dinner, Snack

- B. Caterer will also provide:
(Indicate items such as condiments, eating utensils, paper items, extra milk, and transportation containers, if applicable. If more than one site, indicate any differences between sites.)

N/A

- C. Caterer will provide meals that met USDA meal pattern requirements, in accordance with meal patterns in program(s):
(Indicate which USDA programs will provide reimbursements for catered meals-National Facility Lunch Program, Facility Breakfast Program, NSLP After Facility Care Snack Program, Child and Adult Care Food Program, Special Milk Program. If more than one site, indicate any differences between sites.)

Catered meals will meet USDA meal pattern requirements for the following programs: National Facility Lunch Program, Facility Breakfast Program, NSLP After Facility Snack Program

The meal pattern for National School Lunch Program is attached to this contract. If Caterer will provide meals or snacks that will be claimed through any other child nutrition programs, the applicable meal patterns have been attached to this contract.

- D. Caterer will prepare meals for Facility in the following manner:

(Describe whether caterer will serve meals, or provide unitized meals, or provide bulk quantities accompanied by written instruction regarding the planned portion size to be served of each food component needed to meet meal pattern requirements. If more than one site, indicate any differences between sites.)

Summit will provide unitized meals.

- E. Caterer will utilize any USDA donated foods and processed commodity and end Products made available by Facility to the maximum extent possible and solely for the purpose of providing benefits for the Facility's food service operation.

III. ORDERING AND DELIVERY

- A. Facility will notify Caterer in advance of the number of meals needed, as described: (Indicate deadline(s) for Facility to send meal orders, such as by asset time on the previous day or the same day of the meal service, and how notice will be provided, by telephone or in person. Also indicate timeline(s) for increasing and decreasing an order that has been made. If more than one site, indicate any differences between sites.)

Meal counts will be provided to Caterer thirty (30) minutes before meal delivery scheduled time.

- B. Caterer will deliver meals as described:
(For each site and meal service, indicate time(s) that each meal will be delivered, or time(s) that Facility will pick up meals at Caterer's site. If more than one site, indicated any differences between sites.)

N/A

- C. Responsibility for transport containers will be as described:
(Indicate whether Caterer or Facility will be responsible for cleaning transport containers and, if applicable, schedule for Caterer to pick up or Facility to return transport containers. If more than one site, indicate any differences between sites.)

N/A

IV. MEAL CHARGES AND BILLING

- A. Facility will pay the following charges for meals:
(Indicate charge for each meal type. If applicable, indicate charges for extra milk, adult meals, or other.
If more than one site, indicate any differences between sites.)

Price Per Meal: \$2.64; Price Per Snack: \$0.78

- B. Caterer will bill Facility as described:
(Indicate whether Caterer will bill weekly, bi-weekly or monthly basis and when payment is due.)

Summit will bill on a monthly basis.

V. CANCELLATION

Either party may cancel this Contract as described:
(Indicate the number of days notice required for Facility or Caterer to cancel, which may not exceed 60 days.)

Thirty (30) days written notice.

VI. ADDITIONAL PROVISIONS AT OPTION OF FACILITY AND CATERER

VII. FACILITY CONTROL OF FOOD SERVICES

Facility will maintain its responsibilities for administration of the food service, in accordance with regulations and policies for USDA School Nutrition Programs. Facility will:

- A. Retain control of the quality, extent, and general nature of the food service, including counting and claiming meals, and ordering and accounting for USDA commodities.
- B. Ensure that the food service operation is in conformance with Facility's agreement with New Mexico PED to participate in School Nutrition Programs.
- C. Retain control of the nonprofit Facility food service account and overall financial responsibility for the nonprofit food service operation.
- D. Retain signature authority on the School Nutrition Programs agreement. Retain signature authority for the annual School Nutrition Programs application and monthly claims by electronically submitting required information to the New Mexico PED.
- E. Retain control of the establishment of all prices, including price adjustments, for meals served under the nonprofit Facility food service account, e.g., pricing for reimbursable meals, a la care service including vending machines, and adult meals.
- F. Retain title to USDA donated foods. Ensure that all USDA donated foods made available to Caterer accrue only to the benefit of Facility's nonprofit school food service.
- G. Review, approve or deny, and verify applications for free and reduced-price Facility meals in accordance with 7 CFR 245. Provide hearing related to eligibility determinations in accordance with 7 CFR 245.7. Provided hearings related to adverse actions resulting from verification in accordance with 7 CFR 245.6a (e).
- H. Prepare all catering contract documents.
- I. Maintain all applicable health certifications and assure that all state and local health regulations are being met by Caterer if preparing or serving meals at a school facility.

- J. Monitor catered meals to ensure the food service is in conformance with program regulations.

VIII. HEALTH AND SANITATION

- A. Facility and Caterer agree that state and local health and sanitation requirements will be met at all times. Caterer will meet all state and local health regulations that apply to Facility and any other facilities in which meals are prepared. Caterer will maintain applicable health certifications for any facilities outside the Facility in which meals are prepared. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures.
- B. Facility will not pay for meals or snacks that are unwholesome or spoiled at time of delivery.

IX. RECORDKEEPING

- A. Caterer agrees to maintain full and accurate records, which Facility needs to meet its responsibility for claiming reimbursements through School Nutrition Programs. Required records include; 1) daily menu records; 2) daily quantities of food prepared, by type of meal; 3) daily number of meals furnished, by type of meal.
- B. Caterer shall submit at the end of each month copies of the records of menus and numbers of meals furnished to the Institution. Caterer shall submit copies of food production records to Facility upon request.
- C. Caterer agrees that books and records pertaining to the Caterer's food service fund will be made available to Facility upon request and agrees to retain all records for inspection and audit by representatives of the Facility, New Mexico PED, U.S. Department of Agriculture, and U.S. General Accounting Office, at any reasonable time and place for a period of three (3) years after final payment resolved the records must be retained beyond the 3-year period until resolution of the audit.

X. ADDITIONAL CATERER RESPONSIBILITIES

Caterer agrees to the following, required by regulations for USDA School Nutrition Programs. Caterer will:

- A. Not offer a la carte food services unless free, reduced price and full price reimbursable meals are offered to all eligible children.
- B. Buy American domestic commodities and products for Facility meals to maximum extent practicable. Domestic products are those are produced in the United States and those that are processed in the United States substantially (51 percent or more) using agricultural commodities produced in the United States.
- C. Comply with the following as applicable, incorporated into the contract by reference:
- i. All applicable parts of state energy conservation standards.
 - ii. The requirements established in USDA regulations concerning USDA rights to copyrights, patent rights and rights in data and reporting of discoveries and inventions.
 - iii. For contracts in excess of \$2,500: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5);
 - iv. For contracts in excess of \$10,000: Executive Order 11246, entitled "Equal

- Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- v. For contracts in excess of \$100,000: All applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to the grantor agency and to the USRPA Administrator for Enforcement (EN-329).

XI. CATERER CERTIFICATIONS STATEMENTS

- A. If the contract is for more than \$25,000 Caterer has completed and attached a signed copy of the "Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" form.
- B. If the contract is for more than \$100,000, Caterer has completed and attached the "certification Regarding Lobbying" form and, if applicable as described on the "Certifications Regarding Lobbying" form, the "Disclosure of Lobbying Activities" form.

For Facility:

Facility Quay County Juvenile Detention Center

Responsible Authority Name & Position Richard Primrose, County Manager

Responsible Authority Signature *Richard W. Primrose*

Date July 22, 2013

Contact Name & Phone Number J. J. Rich 575-461-4664

For Caterer:

Catering Company Summit Food Service, LLC

Responsible Authority Name & Position Perry M. Rynders, Chief Executive Officer

Responsible Authority Signature *Perry M. Rynders*

Date 8/2/13

Contact Name & Phone Number Sandra Adam-Sias, 575-640-6994

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$20,000 in Federal Funds

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

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 a Federal contract, the making of a Federal grant, the making of a 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Summit Food Service, LLC
A Subsidiary of A'viands, LLC
2703 Broadbent Parkway Ste F
Albuquerque, NM 87107

Name/Address of organization

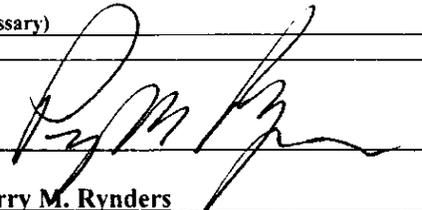
Perry M. Rynders, CEO
Name/Title of Submitting Official

Signature

8/2/13
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

<p>1. Type of Federal Action: a</p> <p>a. Contract b. Grant c. Cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: b</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Types a</p> <p>a. Initial filing b. material change For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: Prime Summit Food Service, LLC A Subsidiary of A'viands, LLC 2703 Broadbent Parkway Ste F Albuquerque, NM 87107 Sub-awardee Tier _____, if known: Congressional District, if known: 1st</p>		<p>5. If Reporting entity in No. 4 is Subawardee, Enter Name and Address of Primer: N/A Congressional District, if known:</p>
<p>6. Federal Department/Agency: N/A</p>	<p>7. Federal Program Name/Descriptions: N/A CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) b. Individuals Performing Services (including address if different from No. 10a): (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>11. Amount of Payment (check all that apply): \$ _____ N/A _____ Actual _____ Planned _____</p>	<p>13. Type of Payment (check all that apply): N/A</p> <p>a. Retainer b. One-time fee c. Commission d. Contingent fee e. Deferred f. Other: specify: _____</p>	
<p>12. Form of Payment (check all that apply): a. cash N/A b. In-kind: Specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: No</p>		
<p>Information requested through this form is authorized by</p>		<p>Signature:  Print Name: <u>Perry M. Rynders</u> Title: <u>CEO</u> Telephone No: (651) 203-3250 Date: <u>8/2/13</u></p>

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).. Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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 participation in this transaction 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.

Summit Food Service, LLC
A Subsidiary of A'viands, LLC

Quay County Juvenile Detention Center
Food Service

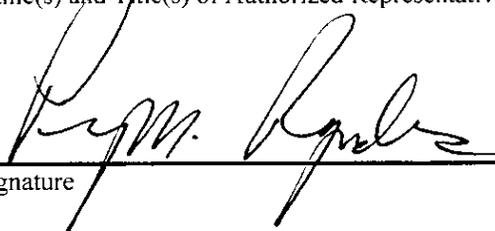
Organization Name

PR/Award Number or Project Name

Perry M. Rynders

CEO

Name(s) and Title(s) of Authorized Representatives(s)


Signature

8/2/13
Date

AMENDMENT NUMBER ONE
TO THE PRISONER FOOD SERVICE CONTRACT BETWEEN
QUAY COUNTY GOVERNMENT AND SUMMIT FOOD SERVICE MANAGEMENT

This Amendment Number One is made by and between **Quay County**, New Mexico, with offices located at **300 South Third Street – Courthouse, PO Box 1246, Tucumcari, New Mexico 88401** (hereinafter referred to as “**County**”), and Summit Food Services Management, with offices located at 1751 County Road B West, Suite 300, Roseville, Minnesota 55113 (hereinafter referred to as “**Contractor**”).

WHEREAS, County and Contractor have entered into that certain Prisoner Food Service Contract (the “**Contract**”), effective July 1, 2013; and

WHEREAS, the parties now desire to extend and amend said Contract upon the terms and conditions stated herein.

NOW, THEREFORE, the parties, intending to be legally bound hereby, mutually agree as follows:

1. Term and Termination

A’viands would like to exercise its option to renew this Contract for the first of four potential one (1) year periods effective July 1, 2014 through June 30, 2015 as allowed per Section 2 of the original Contract.

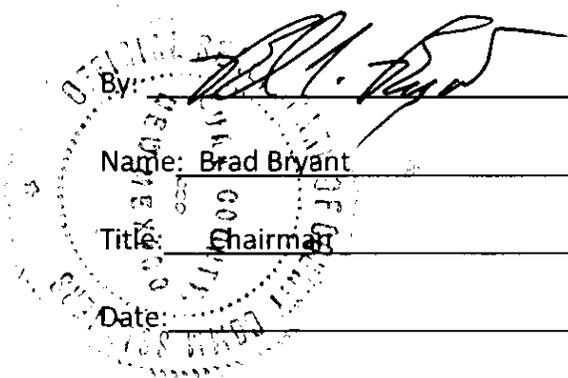
2. Pricing

Pricing shall be amended to reflect the following sliding scale pricing schedule, effective July 1, 2014:

<u>Number of inmates</u>	<u>Price Per Meal</u>
20 – 29	\$2.62
30 – 39	\$2.47
40 – 49	\$2.34
50 – 59	\$2.18
60 and over	\$1.97
<u>Juveniles</u>	\$2.71 per meal \$.80 per snack

This Amendment Number One is effective as of July 1, 2014. All other terms and conditions of the original Contract (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Contract.

"County"
QUAY COUNTY BOARD
OF COMMISSIONERS



By: *Brad Bryant*
Name: Brad Bryant
Title: Chairman
Date: _____

"Contractor"
SUMMIT FOOD SERVICE
MANAGEMENT, AN A'VIANDS COMPANY

By: *Perry M. Rynders*
Name: Perry M. Rynders
Title: CEO, A'viands, LLC
Date: 4/23/14

By: *Richard D. Primrose*
Name: Richard Primrose
Title: Quay County Manager
Date: _____

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Project No. 15-D-J-G-21

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the County of Quay, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated ("LDWI") Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the "Act") and the LDWI Grant Program Regulations 2.110.4 NMAC (the "Regulations"); and

WHEREAS, on April 29, 2014, the DWI Grant Council awarded the Grantee \$16,151.00 to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Project Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. Upon being duly executed by the Division, the term of this Grant Agreement shall be from July 1, 2014 through June 30, 2015.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the

same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees that data entered into the DWI Screening Program (ADE, Inc.) website is complete and accurate to allow the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system.

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the DWI Screening Program Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2014**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1996 (the "HIPAA Regulations").
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2014**, **February 2, 2015**, and **April 30, 2015** for review and comment.
4. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information shall not contain any "individually identifiable health information" as defined by the HIPAA Regulations.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. The Final Report shall include the information called for in Article III, Paragraph B(1)

and B(2) for the fourth quarter, in addition to a Managerial Data Set Summary Report for the entire term of the Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Project and shall be submitted no later than **July 15, 2015**.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. The Annual Report shall include the data from the DWI Screening Program (ADE, Inc.) website, including the demographic profile of the DWI offender and Managerial Data Set data for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division.
2. The Annual Report shall be submitted no later than **July 15, 2015**.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Sixteen Thousand One Hundred Fifty One Dollars (\$16,151.00)**. The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C(1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV(A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D"; Fees Collected Summary Form, attached hereto as Exhibit "E"; and Detailed Breakdown By Budget Category Form, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant

Agreement have been violated or the activities described in the Project Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement between the Grantee and the Division.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Project Description and procured and executed in accordance applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Project Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Project, including all Project overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Project related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Grantees will be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. If applicable, it will comply with all HIPAA requirements and HIPAA Regulations.

ARTICLE VII - RETENTION OF RECORDS

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Project:

Name: Bryan Rinestine
Title: DWI Coordinator
Address: P.O. Box 1011
Tucumcari, N.M. 88401
Phone: (575) 461-6069
Fax: (575) 461-0645
Email: quaydwi@plateautel.net

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Michael Baldwin
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501
Phone: (505) 827-4332
Fax: (505) 827-4948
Email: Michael.Baldwin@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of 10 percent of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **One Thousand Six Hundred Sixteen Dollars (\$1,616.00) (10%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed expenditures, greater than **ten percent** of its overall grant funding for capital outlay incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol**; its daily activities/curriculum schedule; rules/expectations for clients and staff and any handout or testing material to be utilized throughout the course of the treatment program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as

necessary.

- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol**; schedules; rules/expectations for clients and staff and any handout or testing material utilized in the screening program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol**; schedules; rules/expectations for clients and staff and any handout or testing material utilized in the compliance monitoring program. One (1) written copy of such material and program description identified above shall be submitted to the Division no later than **30 days prior to component implementation**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. **The Grantee shall enter screening and tracking data online in the DWI Screening Program (ADE, Inc.) website. Data shall be entered and maintained in a current up-to-date status.**
- G. **The Grantee shall submit LDWI Planning Council by-laws as part of the first quarter Progress Report.**
- H. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

- A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Quay may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, The County of Quay’s only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

COUNTY OF QUAY

By: [Signature]
Authorized Signatory

6/23/14
Date

Brad Bryant
(Type or Print Name)

STATE OF NEW MEXICO)
COUNTY OF Quay) ss.

The foregoing instrument was acknowledged before me this 23 day of June, 2014 by Brad Bryant

[Signature]
Notary Public

My Commission Expires: 12/10/2017

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____
Wayne Sowell, Director Date _____

STATE OF NEW MEXICO)
COUNTY OF SANTA FE) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by _____.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Quay

Grant No.: 15-D-J-G-21

Grant Amount: \$16,151.00

Grantee will provide DWI program activities in the following areas:

1) Prevention:

Prevention is the active process that promotes the personal, physical and social well-being of individuals, families and communities to reinforce positive behaviors and healthy lifestyles. The term "prevention" is reserved for interventions that occur before the initial onset of a disorder. Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, and DWI.

All prevention activities funded by the LDWI grant program must be related to preventing DWI and/or alcohol abuse. LDWI funds may be used to support the planning, implementation, and evaluation of such activities. Staff development (such as training required for certification) is an allowable prevention activity.

While funds for prevention can be budgeted in any allowable budget category, all funds spent on prevention should be in support of prevention activities identified and approved as part of a systematic planning process described below.

Prevention activities funded with LDWI grant funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement.

2) Screening:

The grant requires a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA approved screening program.

The program shall use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. (Section 43-3-11(D), NMSA 1978).

3) Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
<input type="checkbox"/> Exhibit E – Fees Collected Summary	<input type="checkbox"/> Exhibit E – Fees Collected Summary
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Complete & Review Managerial Data Set Quarterly Report	<input type="checkbox"/> Review Managerial Data Set Quarterly Report
<input type="checkbox"/> Complete & Review ADE Screening & Tracking Quarterly Report	<input type="checkbox"/> Review ADE Screening & Tracking Quarterly Report
<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)	<input type="checkbox"/> LDWI Planning Council Meeting Agenda and Minutes (Signed)
<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)	<input type="checkbox"/> Planning Council Meeting Sign In Sheet(s)
<input type="checkbox"/> Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	<input type="checkbox"/> Page of Highlights/Issues
<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts	<input type="checkbox"/> Report of funding and in-kind support to DWI Drug Courts
<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	<input type="checkbox"/> Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> LDWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> LDWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

Local DWI Grant Fund
Revenue/Expenditure Summary

Applicant/Grantee

Quay County

Project No.: 15-D-J-G-21

Total Grant Funds

\$16,151.00

REVENUES BY SOURCE	EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
	ADMINISTRATIVE*			
Local DWI Program Grant	Personnel Services	10,499.00		10,499.00
Program Generated Fees	Employee Benefits	5,652.00		5,652.00
	Travel			0.00
Local Match (Cash or In-Kind)	Contractual Services			0.00
County	Operating Expenses		615.00	615.00
City				
Judicial/Courts	PROGRAM			
Other (list):	Personnel Services	10,499.00		10,499.00
	Employee Benefits	5,652.00		5,652.00
	Travel (In-State)			0.00
	Travel (Out-of-State)			0.00
	Supplies		1,001.00	1,001.00
	Operating Costs			0.00
	Contractual Services			0.00
	Minor Equipment			0.00
	Capital Outlay*			0.00
TOTAL REVENUES	TOTAL EXPENDITURES	16,151.00	1,616.00	17,767.00

(*) Capital Outlay cannot exceed 10%

10% = 1,615.10

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

<u>Grant Expenditures:</u>	
Prevention	<u>Budget</u>
Enforcement	16,151.00
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	<u>16,151.00</u>
	ck 16,151.00

Quay County
P. O. Box 1246
Tucumcari, N.M. 88401
(575) 461-2112
15-D-J-G-21

<u>In-Kind/Match Expenditures:</u>	
Prevention	<u>Budget</u>
Enforcement	1,616.00
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	<u>1,616.00</u>
	ck 1,616.00

Tot. Bud. Expd: 17,767.00 ck

EXHIBIT C(1) 17,767.00

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

I. A. Grantee:		Quay County		Payment Request No.:		1			
B. Address:		P.O. Box 1246 Tucumcari, N.M. 88401		ii. Payment Computation:		A. Grant Award: \$16,151.00			
C. Telephone No.:		(575) 461-2112		B. Funds Received To Date: \$0.00		C. Amount Requested This Payment: \$0.00			
D. Grant No.:		15-D-J-G-21		D. Grant Balance: \$16,151.00		30-Sep-14			
iii. Report Period Ending:		30-Sep-14		Expenditures Year to Date		Expenditures This Request			
Budget Categories	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures
ADMINISTRATIVE*									
Personnel Services			0.00		0.00	0.00			0.00
Employee Benefits			0.00		0.00	0.00			0.00
Travel		0.00	0.00		0.00	0.00			0.00
Contractual Services		0.00	0.00		0.00	0.00			0.00
Operating Expenses		615.00	615.00		0.00	0.00			0.00
PROGRAM									
Personnel Services	10,499.00	0.00	10,499.00	0.00	0.00	0.00			0.00
Employee Benefits	5,652.00	0.00	5,652.00	0.00	0.00	0.00			0.00
Travel (In-State)			0.00		0.00	0.00			0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Supplies		1,001.00	1,001.00	0.00	0.00	0.00			0.00
Operating Costs			0.00	0.00	0.00	0.00			0.00
Contractual Services			0.00	0.00	0.00	0.00			0.00
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00			0.00
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00
TOTAL EXPENDITURES	16,151.00	1,616.00	17,767.00	0.00	0.00	0.00	0.00	0.00	0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Tax ID No. _____

Grantee Fiscal Officer _____ Date _____

Grantee Representative _____ Date _____

Division Fiscal Officer _____ Date _____

Division Project Representative _____ Date _____

**EXHIBIT E
Fees Collected Summary**

Grantee:	
Address:	

Component	FY15 Beginning Balance (From FY14 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

	Q4
--	-----------

Component	Q3 Ending Balance	Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY15 Beginning Balance (From FY14 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Grantee Fiscal Officer

Date

Grantee Representative

Exhibit G

Detailed Breakdown By Budget Category LOCAL DWI GRANT PROGRAM

Grantee: _____
 Project No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					<u>0.00</u>	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					<u>0.00</u>	

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					<u>0.00</u>	

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Exhibit G

Detailed Breakdown By Budget Category LOCAL DWI GRANT PROGRAM

Grantee: 0
Project No.: 0
Request No.: 0

Total Grant Funds Requested This Request: 0.00
Total Matching Funds Reported This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel

<u>Date of Travel/Locatio</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:					0.00	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					0.00	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					0.00	

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				0.00	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				0.00	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					<u>0.00</u>	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					<u>0.00</u>	

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					<u>0.00</u>	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					<u>0.00</u>	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					<u>0.00</u>	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					<u>0.00</u>	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					<u>0.00</u>	

Total In-Kind/ Matching Reimbursement Request: 0.00

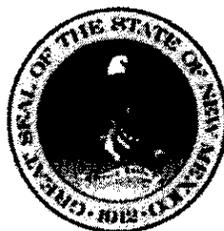
Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct. expenditures are properly documented required / matching funds have been spent / obligated in the reported amount. and that copies of all required documentation I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

 Name Title Date

SUSANA MARTINEZ
GOVERNOR

WAYNE SOWELL
DIRECTOR



THOMAS E. CLIFFORD, Ph.D.
CABINET SECRETARY

JESSICA A. LUCERO
ASSISTANT DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ Suite 201 ♦ Santa Fe, NM 87501
PHONE (505) 827-8051 ♦ FAX (505) 827-4340

June 17, 2014

Brad Bryant
Quay County Commission Chairman
P.O. Box 1246
Tucumcari, New Mexico 88401

Re: DWI Distribution No. 15-D-J-D-21

Dear Mr. Bryant:

Enclosed is the approved distribution budget, Exhibit C, for fiscal year 2015 in the amount of \$77,113.00. The budget is based on the DWI Grant Council approved application budget. Please be aware that the actual distribution amount may vary from the approved budget. As the agent, you are responsible for monitoring the funds, and will also be responsible for any funds spent in excess of the actual distribution at the end of the fiscal year.

You will not receive a grant agreement for these distribution funds. However, please read carefully the attached *Statement of Assurances* that you signed and submitted with your application. **Our processing of quarterly distribution funds is dependent upon your compliance with these assurances.** Please also follow program policies and guidelines. Failure to do so may result in sanctions, including, but not limited to the holding of distribution funds. Also attached are copies of other reporting documents, Exhibits B, F, E, G, and I.

If you have any questions or require additional information, please feel free to contact me at 827-4332.

Sincerely,

A handwritten signature in cursive script that reads "Michael Baldwin".

Michael Baldwin
DWI Program Manager

Cc: Richard Primrose, County Manager
Bryan Riestine, DWI Coordinator

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program
Project Year 15: July 1, 2014 – June 30, 2015

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

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (if any) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, with the exception of Home Ruled Governments, and submission of all related procurement documents to the Local Government Division for administrative review and approval, prior to execution, including, but not limited to: requests for professional services (RFPs); advertisements; minutes of pertinent meetings; contract selection and award criteria. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include with each quarterly narrative progress report the Grant Fund Agreement Exhibit F, The Local DWI Distribution Program Financial Status Report. Grant programs will include with each quarterly narrative progress report the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall contain narrative and/or bulleted highlights of accomplishments and/or problems and delays encountered to date, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.

6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital outlay** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall specify all capital outlay expenditures. **The ten percent cap for capital outlay does not exist with detoxification funding grants.**
7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter narrative and fiscal reports for the fiscal year due the 15th of July; required screening, treatment, and compliance monitoring protocols; required evaluation plans; required fiscal reports; required screening and tracking managerial data reports; and required annual reports.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options for treatment and will not be *mandated* to treatment with the same agency that does the screening.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant Quay County

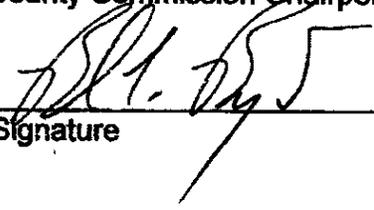
will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of the grant agreement and the distribution program administrative guidelines.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

Brad Bryant

County Commission Chairperson (or Municipal Mayor)

(Please Type)


Signature

2/24/2014
Date

EXHIBIT "B"

QUARTERLY PROGRESS REPORT CHECKLIST AND CERTIFICATION

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind	Detox Grant (if applicable): <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind
___ Exhibit E – Fees Collected Summary	___ Exhibit E – Fees Collected Summary
___ Exhibit I – Enforcement Activity Report and/or ___ Exhibit I (B) – Full Time Officer Report	___ Exhibit I – Enforcement Activity Report and/or ___ Exhibit I (B) – Full Time Officer Report
___ Complete & Review Managerial Data Set Quarterly Report	___ Review Managerial Data Set Quarterly Report
___ Complete & Review ADE Screening & Tracking Quarterly Report	___ Review ADE Screening & Tracking Quarterly Report
___ LDWI Planning Council Meeting Agenda and Minutes (Signed)	___ LDWI Planning Council Meeting Agenda and Minutes (Signed)
___ Planning Council Meeting Sign In Sheet(s)	___ Planning Council Meeting Sign In Sheet(s)
___ Page of Highlights/Issues (Accomplishments and problems in bulleted or narrative format. Include solutions to any problems)	___ Page of Highlights/Issues
___ Report of funding and in-kind support to DWI Drug Courts	___ Report of funding and in-kind support to DWI Drug Courts
___ Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.	___ Prevention Program Sign Off by CPS for programs that have another county program overseeing their prevention component.
To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol	To be submitted in 1 st Quarter of each fiscal year: <input type="checkbox"/> Local DWI Planning Council By-Laws (Signed) <input type="checkbox"/> Screening Protocol <input type="checkbox"/> Treatment Protocol <input type="checkbox"/> Compliance Monitoring Protocol

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Grantee Representative

County/City Official

Date

Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager

Date

**EXHIBIT E
Fees Collected Summary**

Grantee:	
Address:	

Component	FY15 Beginning Balance (From FY14 Ending Balance)	Q1		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention				\$ -
Enforcement				\$ -
Screening				\$ -
Domestic Violence				\$ -
Treatment				\$ -
Compliance Monitoring/Tracking				\$ -
Coordination, Planning & Evaluation				\$ -
Alternative Sentencing				\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q1 Ending Balance	Q2		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	Q2 Ending Balance	Q3		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

	Q4
--	-----------

Component	Q3 Ending Balance	Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Quarter Ending Balance
Prevention	\$ -			\$ -
Enforcement	\$ -			\$ -
Screening	\$ -			\$ -
Domestic Violence	\$ -			\$ -
Treatment	\$ -			\$ -
Compliance Monitoring/Tracking	\$ -			\$ -
Coordination, Planning & Evaluation	\$ -			\$ -
Alternative Sentencing	\$ -			\$ -
Totals	\$ -	\$ -	\$ -	\$ -

Component	FY15 Beginning Balance (From FY14 Ending Balance)	Total Fee Summary and In-Kind		
		Dollar Amt Collected in Fees	Dollar Amt of Fees Spent for DWI	Fiscal Year Fee Ending Balance
Prevention	\$ -	\$ -	\$ -	\$ -
Enforcement	\$ -	\$ -	\$ -	\$ -
Screening	\$ -	\$ -	\$ -	\$ -
Domestic Violence	\$ -	\$ -	\$ -	\$ -
Treatment	\$ -	\$ -	\$ -	\$ -
Compliance Monitoring/Tracking	\$ -	\$ -	\$ -	\$ -
Coordination, Planning & Evaluation	\$ -	\$ -	\$ -	\$ -
Alternative Sentencing	\$ -	\$ -	\$ -	\$ -
Totals	\$ -	\$ -	\$ -	\$ -

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Grantee Fiscal Officer

Date

Grantee Representative

Distribution Fund Revenue/Expenditure Summary
Local DWI Grant Fund

Applicant/Program Name
 Quay County

Project No.: 16-D-J-D-21

Total Distribution Funds
\$77,113.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	Distribution Expenditures	In-Kind/Match Local Funds	TOTAL Budget
Local DWI Program Grant	77,113.00	Personnel Services		2,645.00	2,645.00
Program Generated Fees	15,800.00	Employee Benefits			0.00
		Travel (In-State)			0.00
Local Match (Cash or In-Kind)		Contractual Services			0.00
County	7,711.00	Operating Expenses			
City					
Judicial/Courts		PROGRAM			
Other (list):		Personnel Services	53,198.00	5,066.00	58,264.00
		Employee Benefits	15,075.00		15,075.00
		Travel (In-State)	2,000.00		2,000.00
		Travel (Out-of-State)			0.00
		Supplies	1,000.00		1,000.00
		Operating Costs	5,840.00	12,200.00	18,040.00
		Contractual Services		3,600.00	3,600.00
		Minor Equipment			0.00
		Capital Outlay*			0.00
TOTAL REVENUES	100,624.00	TOTAL EXPENDITURES	77,113.00	23,611.00	100,624.00

(*)Capital Outlay cannot exceed 10% of distribution.

10% = 7,711.30

Distribution Expenditures:

	<u>Budget</u>	
Prevention Enforcement Screening	23,913.00	
Domestic Violence Treatment:Outpatient/Jailbased		
Compliance Monitoring/Tracking	37,802.00	
Coor, Plan & Eval	15,398.00	
Alternative Sentencing		
Totals:	77,113.00	check: 77,113.00

Distribution Fund Budget Summary C(1)
Local DWI Grant Fund

Distribution Fund Budget Summary
Local DWI Grant Fund

Quay County
P.O. Box 1246
Tucumcari, N.M. 88401

(575) 461-2112
15-D-J-D-21

In-Kind/Match Expenditures:

	<u>Budget</u>	
Prevention Enforcement Screening		
Domestic Violence Treatment:Outpatient/Jailbased		
Compliance Monitoring/Tracking	23,511.00	
Coor, Plan & Eval		
Alternative Sentencing		
Totals:	23,511.00	check: 23,511.00

0.00

Tot. Bud. Exp.: 100,624.00 check: 100,624.00

LOCAL DWI GRANT FUND

Distribution Fund Financial Status Report

Breakdown By Program Component Expenditures F(1)

Program: Quay County
 Project No 15-D-I-D-21
 Report No. 1

Total Distribution Funds Reported This Period 0.00
 Total Matching Expenditures Reported This Period 0.00
 Total Expenditures Reported This Period 0.00

Distribution Expenditures:

Prevention	<u>Budget</u>	<u>YTD</u>
Enforcement	23,913.00	0.00
Screening		0.00
Domestic Violence		0.00
Treatment: Outpatient/Jailbased		0.00
Compliance Monitoring/Tracking	37,802.00	0.00
Coor, Plan & Eval	16,398.00	0.00
Alternative Sentencing		0.00
Totals:	<u>77,113.00</u>	<u>0.00</u>

<u>This Request</u>	<u>YTD</u>
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
Totals:	<u>0.00</u>

In-Kind/Match Expenditures:

Prevention	<u>Budget</u>	<u>YTD</u>
Enforcement		0.00
Screening		0.00
Domestic Violence		0.00
Treatment: Outpatient/Jailbased		0.00
Compliance Monitoring/Tracking	23,511.00	0.00
Coor, Plan & Eval		0.00
Alternative Sentencing		0.00
Totals:	<u>23,511.00</u>	<u>0.00</u>

<u>This Request</u>	<u>YTD</u>
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
	0.00
Totals:	<u>0.00</u>

Checks: 0.00
 Total Expenditures This Period 0.00
 Total Expenditures Year to Date: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required/matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Name _____

Title _____

Date _____

Exhibit G

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee: _____
 Project No.: _____
 Request No.: _____

Total Grant Funds Requested This Request: 0.00
 Total Matching Funds Reported This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (In-State):					<u>0.00</u>	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Travel (Out-of-State):					<u>0.00</u>	

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Supplies:					<u>0.00</u>	

*Prevention Giveaways/Promotional Items

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Operating Costs: 0.00

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Contractual Services: 0.00

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Minor Equipment: 0.00

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>

Total Capital Outlay: 0.00

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation are attached or on file for review. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Name

Title

Date

Exhibit G
Detailed Breakdown By Budget Category
LOCAL DWI GRANT PROGRAM

Grantee: 0
Project No.: 0
Request No.: 0

Total Grant Funds Requested This Request: 0.00
Total Matching Funds Reported This Request: 0.00
Total Expenditures Reported This Request: 0.00

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel:					<u>0.00</u>	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					<u>0.00</u>	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					<u>0.00</u>	

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Employee Benefits:				<u>0.00</u>	

Travel (In-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (In-State):					0.00	

Travel (Out-of-State)

<u>Date of Travel/Location</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Name</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Travel (Out-of-State):					0.00	

Supplies

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Supplies:					0.00	

Operating Costs

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Operating Costs:					0.00	

Contractual Services

<u>Period Covered</u>	<u>Check Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Contractual Services:					0.00	

Minor Equipment

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Minor Equipment:					0.00	

Capital Outlay

<u>Date of Order</u>	<u>Check Date</u>	<u>Vendor/Item</u>	<u>Description</u>	<u>Check Number</u>	<u>Amount</u>	<u>Explanation</u>
Total Capital Outlay:					0.00	

Total In-Kind/ Matching Reimbursement Request: 0.00
Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation required / matching funds have been spent / obligated in the reported amount, and that copies of all required documentation I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time

Name Title Date

**ACTIVITY REPORT FORM – EXHIBIT I
DFA/LOCAL GOVERNMENT DIVISION**

GRANTEE:		MONTH:		
PROJECT NO.:				
PROGRAM COORDINATOR:		PHONE:		
Date: <input type="checkbox"/> Underage Enforcement <input type="checkbox"/> Checkpoint <input type="checkbox"/> Saturation Patrol				
Number of officers:				
List law enforcement agencies that participated in the activity:				
Location:	Start time:	End time:	Direction traffic:	# Vehicles:
# DWI arrests:				
# Open container citations:				
# Under 21 possession/consumption citations:				
# Other citations:				
# Written warnings:				
# Other arrests:				
Date: <input type="checkbox"/> Underage Enforcement <input type="checkbox"/> Checkpoint <input type="checkbox"/> Saturation Patrol				
Number of officers:				
List law enforcement agencies that participated in the activity:				
Location:	Start time:	End time:	Direction traffic:	# Vehicles:
# DWI arrests:				
# Open container citations:				
# Under possession/consumption citations:				
# Other citations:				
# Written warnings:				
# Other arrests:				
Date: <input type="checkbox"/> Underage Enforcement <input type="checkbox"/> Checkpoint <input type="checkbox"/> Saturation Patrol				
Number of officers:				
List law enforcement agencies that participated in the activity:				
Location:	Start time:	End time:	Direction traffic:	# Vehicles:
# DWI arrests:				
# Open container citations:				
# Under 21 possession/consumption citations:				
# Other citations:				
# Written warnings:				
# Other arrests:				

FOR STATISTICAL REPORTING: Fax to the Project Coordinator, Safer New Mexico Now, at (505) 471-3986, before the 3rd of the following month.

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRAFFIC SAFETY DIVISION
HIGHWAY SAFETY PROJECTS
GRANT AGREEMENT

This Project Agreement (hereinafter "the Agreement") is entered into between the State of New Mexico, by and through its Department of Transportation (hereinafter "the Department"), and Quay County (hereinafter "the Grantee") (collectively, the Department and the Grantee are hereinafter "the Parties").

In consideration of the covenants contained herein, and pursuant to the Department's authority under the Traffic Safety Act, NMSA 1978, §§ 66-7-501 through -511, as amended, the Parties agree as follows:

SECTION ONE – PURPOSE, MISSION AND GOALS

Purpose

The purpose of this Agreement is to provide funding for New Mexico law enforcement agencies or government agencies through four (4) state and federal programs to reduce traffic-related injuries and deaths.

Mission

The mission undertaken by the Department's Traffic Safety Division (hereinafter "the TSD") is to provide a seamless transportation system that safely and efficiently moves people and supports a growing economy. The TSD is committed to preventing injuries and saving lives by eliminating crashes on New Mexico public roadways. *¡Sí Se Puede!*

Goals

The TSD's performance goals for the State are to:

1. Reduce the number of fatalities involving driver/motorcycle operators with a BAC of .08 or higher from 105 in CY2011 to 104 by the end of CY2013. (C-4; FARS Data)
2. Reduce the number of unrestrained occupant fatalities (all seat positions) from 109 in CY2011 to 108 in CY2013. (FARS Data) preliminary State data indicate that there were 129 unrestrained occupant fatalities in CY2012.
3. Increase the observed seat belt use percentage for front-seat occupants from 91.4% in CY2012 to 91.5% in CY2013. (State survey data)
4. Reduce the number of speeding-related fatalities from 147 in 2011 to 140 in CY2013. (FARS Data).
5. Postpone the age of first use (i.e. onset) among middle school/pre-teen youth, reduce binge drinking among middle or high school youth and reduce social access to alcohol.

SECTION TWO – PROJECT GRANTS AWARDED

The Grantee is awarded funding for the project(s) listed below. Under each project is shown the amount of funding, term of the project, and a reference to the attachment that describes the scope of work and specifies the details and requirements of the project.

Quay County

Funding: \$70,460.00

Term: _____ to June 30, 2016

Scope of Work/Requirements: Attachment A (attached hereto and made a part hereof)

SECTION THREE – THE GRANTEE SHALL COMPLY WITH:

1. all provisions and conditions of this Agreement, including any attachments hereto;
2. the Traffic Safety Division Project Management and Accounting Procedures Manual, as may be amended from time to time;
3. the Procurement Code, NMSA 1978, §§ 13-1-28 through -199, as may be amended from time to time; and
4. the National Highway Traffic Safety Administration Grant Management Manual, as may be amended from time to time, if the Project involves federal funding.

SECTION FOUR – METHOD OF PAYMENT, REIMBURSEMENT

The Department will reimburse the Grantee upon receipt of claims, with supporting documentation, showing that expenses have been paid by the Grantee. Claims must be filed on the correct form, be completed fully and correctly, include the supporting documentation required by the Department, be signed by the Grantee’s designated representative, and be submitted monthly regardless of whether expenses are claimed for the month. The Department reserves the right to withhold reimbursement if any of the foregoing requirements are not met. The final reimbursement claim must be received by the Department no later than thirty (30) days after the termination date of this Agreement. The Department will not reimburse the Grantee for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement, or in excess of the maximum dollar amount of the Agreement unless the maximum dollar amount is duly amended prior to incurring cost for services or deliverables.

SECTION FIVE - ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS

The Grantee shall be strictly accountable for all receipts and disbursements relating hereto. The Grantee shall maintain documentation as outlined in the TSD Project Management and Accounting Procedures Manual, including but not limited to all books, documents, papers, accounting records and data pertaining to costs incurred. The Grantee shall make such documentation available at its office(s) at all reasonable times during the term of the Agreement, and continuing for three (3) years from the date of final payment under the Agreement. The

Grantee shall furnish the Department or the State Auditor, upon demand, any and all such records relevant to this Agreement, and allow the foregoing agencies to audit all records that support payment under this Agreement. If an audit finds that funds were used inappropriately or not directly in relation to the project, the Grantee shall reimburse that those funds to the Department within thirty (30) days of written notification. If documentation submitted by the Grantee is insufficient to support an audit by customarily accepted accounting practices, the expenses related to such insufficient documentation shall be reimbursed to the Department within thirty (30) days.

SECTION SIX - PROJECT RESPONSIBILITY

The Grantee is solely responsible for completing the Project(s), and nothing herein is intended to give the Department any responsibility for the Project(s) other than as expressly set forth in this Agreement.

SECTION SEVEN - AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States, if federal funds are involved, or the New Mexico State legislature, if state funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Department to the Grantee. The Department is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Department. The Department's decision as to whether its funds are available shall be accepted by the Grantee and shall be final.

SECTION EIGHT – MERGER

This Agreement incorporates all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SECTION NINE – THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary. Nor does any provision of this Agreement authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily or personal injury, damage to property, or any other claim whatsoever.

SECTION TEN - NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Department or the Grantee arising from the performance of this Agreement, apart from that set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through -27, as amended.

SECTION ELEVEN – SEVERABILITY

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

SECTION TWELVE - TERM AND TERMINATION

A. This Agreement becomes effective on the date last signed below, and terminates at midnight on June 30, 2016, unless earlier terminated as provided in this Section Twelve.

B. Notwithstanding the foregoing, this Agreement must be received by the Department within sixty (60) days of the Department’s signature date in order to be valid. The Department may reject and void any agreement executed by the Grantee more than sixty (60) days after the Deputy Secretary’s signature.

C. If the Grantee fails to support the Purpose, Mission and Goals of this Agreement, or to comply with any provisions of this Agreement, the Department, in its sole discretion, may suspend or terminate this Agreement. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform prior to termination of the Agreement.

SECTION THIRTEEN - EQUAL OPPORTUNITY COMPLIANCE

The Grantee agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Grantee assures that no person in the United States shall, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Grantee is found to be not in compliance with these requirements during the term of this Agreement, Grantee agrees to take prompt and appropriate steps to correct these deficiencies.

SECTION FOURTEEN - CIVIL RIGHTS LAWS AND REGULATIONS COMPLIANCE

The Grantee shall comply with all federal, state and local laws and ordinances applicable to the Project. The Grantee further agrees to comply with 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 Environmental Justice Act of 1994; the Civil Rights Restoration Act of 1987; the New Mexico Human Rights Act; Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order No. 11375 and supplemented by the Department of Labor Regulations (41 C.F.R. Part 60); and 49 C.F.R. § 21.

SECTION FIFTEEN --- EQUIPMENT AND PROPERTY

Equipment acquired under this Agreement shall be retained and kept in operation for highway safety purposes. If, upon termination of this Agreement, there remains any property, materials, or equipment belonging to the Department, the Grantee shall account for all property, materials, and equipment and dispose of said items as directed by the Department. If this Agreement involves federal funds, the Grantee shall purchase, use, manage and dispose of equipment in accord with 23 C.F.R. § 1200.31.

SECTION SIXTEEN -- OFFICIALS NOT TO BENEFIT

No member of the New Mexico legislature or any member of, or delegate to, the United States Congress shall share in or directly benefit from this Agreement. Nor shall any public employee, public official or tribal council member share in or directly benefit from this Agreement.

SECTION SEVENTEEN – GOVERNING LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. The Grantee consents to venue and jurisdiction in the First Judicial District Court in and for the County of Santa Fe in any action relating to this Agreement.

SECTION EIGHTEEN - CERTIFICATIONS AND ASSURANCES

If this Agreement involves federal funds, the Grantee shall comply with all applicable Certifications and Assurances set forth in the current New Mexico Highway Safety Performance Plan.

SECTION NINETEEN – CONSTRUCTION

In construing this Agreement, all headings and titles are for the convenience of the Parties only, and shall not be considered terms or provisions of this Agreement. Words of any gender shall be construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context requires otherwise.

SECTION TWENTY – NOTICE

Except as otherwise provided herein, notices shall be in writing and shall be given to the respective party at its address set forth below by (i) United States certified or registered mail, return receipt requested, or (ii) reputable overnight courier, return receipt of tracking system.

Such notice shall be effective, if by mail, five (5) days after being deposited in the mail as aforesaid or, if by overnight courier, upon delivery.

Either party may change its address effective five (5) days after giving written notice of the change to the other party as provided herein.

Notices shall be addressed as follows:

to NMDOT at:

New Mexico Dept. of Transportation
Attn: Traffic Safety Bureau
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:

Quay County
Attn: Richard Primrose
P.O. Box 1246
Tucumanari, NM 88401

SECTION TWENTY- ONE – AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

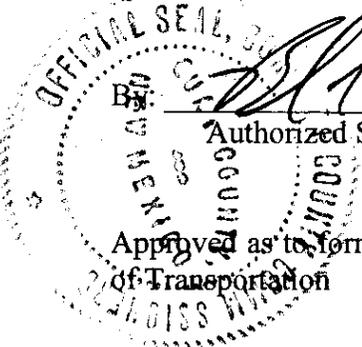
IN WITNESS WHEREOF, the Parties have executed this Agreement.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
CABINET SECRETARY OR DESIGNEE

DATE: _____

QUAY COUNTY



By: [Signature]
Authorized Signature Designee

DATE: 6/23/14

Approved as to form and legal sufficiency by the legal counsel of the New Mexico Department of Transportation

BY: [Signature]
Assistant General Counsel

DATE: 17 Jun 14

Approved as to form and legal sufficiency by the legal counsel of Quay County

BY: _____
Office of General Counsel

DATE: _____

ATTACHMENT A
UNDERAGE DRINKING PREVENTION
SCOPE OF WORK

Project Number: 14-DPE-10-113
Grantee: Quay County DWI Program
Term: _____ to June 30, 2016

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide funding to the County of Quay for an underage drinking prevention program. The GRANTEE shall comply with all provisions and conditions of this Agreement, including the Traffic Safety Division’s Project Management and Accounting Manual, and the State Procurement Code, NMSA 1978, Sections 13-1-28 to Sections 13-1-199, as either may be amended from time to time.

SECTION TWO – PROJECT FUNDING:

1. The total yearly estimated cost for the PROJECT is \$35,230.00 for a total of \$70,460.00 in funds over a two year period. The DEPARTMENT has determined the funding source will be from state designated funds under 66-5-35 Limited driving privilege upon suspension or revocation, Section B which is subject to change by the DEPARTMENT. Funding sources may change and the GRANTEE will be notified in writing and a written amendment will not be necessary.
2. Grantee shall pay all project costs that exceed \$70,460.00.

The yearly project budget is itemized as follows:

YEAR 1	
Personal Services	\$33,353.00
Contractual Services	\$0.00
Commodities	\$1,877.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$35,230.00

YEAR 2

Personal Services	\$33,353.00
Contractual Services	\$0.00
Commodities	\$1,877.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$35,230.00

Grantee may transfer funds between budget categories and fiscal years with prior written approval from TSD, when the transfer of funds improves program effectiveness.

SECTION THREE – PROGRAM SCOPE OF WORK:

A. PROGRAM SERVICES:

Objective I: Decrease, the percentage, of youth who have a pro-use attitude to underage drinking within the Quay County school districts of Tucumcari, Logan and San Jon.

1. Develop and implement Memorandum of Understanding's with schools within Quay County school district and stakeholders to secure facility locations to host underage drinking prevention activities.
2. Utilize the Project Northland (PN) curriculum evaluation tools that will be used to assess program outcomes through the use of pre and post-test instruments.
3. Conduct the Project Northland curriculum training for facilitators.
4. Implement the Project Northland curriculum serving approximately one hundred (100) youth within identified schools in Quay County. Conduct ten (10), forty-five (45) minute classroom sessions once a week for four (4) to eight (8) weeks to students in grades six (6) through twelve (12), from Quay County School District (Tucumcari, Logan and San Jon).
5. Implement a pre-test to ascertain the incidence of alcohol abuse and attitudes of the youth towards use with at least one hundred (100) Quay County students from Tucumcari, Logan and San Jon schools by May 01, 2015.
6. Implement a post-test to ascertain the incidence of alcohol abuse and attitudes of the youth towards use with at least one hundred (100) Quay County students from Tucumcari, Logan and San Jon schools by May 31, 2015.

Objective II: Decrease, the number of youth who have a pro use attitude to underage drinking within the City of Tucumcari through an after school program in which youth will participate in resiliency building and risk reducing activities.

7. Recruit six-twelve (6-12) youth and their parents to meet at least two (2) times a month, to plan and implement activities to increase the awareness of long term alcohol use by reducing alcohol outlet density.
8. Conduct alcohol merchant education at local liquor establishments quarterly which will be conducted by the Quay County Preventionist and two (2) youth.
9. Collaborate with six (6) youth to write monthly letters to the editors of the local Quay County Sun newspaper regarding the problems of high alcohol outlet density and the proposed solutions. Letters will be posted in the local newspaper.
10. Collaborate with local radio stations and newspaper to run three (3) Public Service Announcements (PSA's) informing the public about the problems associated with high alcohol outlet density and underage drinking.
11. Conduct monthly meetings with the local DWI program committee, schools, local merchants, owners and employees, law enforcement and youth to discuss underage drinking problem in Quay County and how to increase awareness of the long term use of alcohol.
12. Attend periodic meetings as requested by the TSD program manager to provide updates on the overall progress of the project.
13. Grantee shall submit a monthly invoice, using TSD's Underage Drinking Reimbursement claim form and a monthly activity report within ten (10) days after the end of each month. Monthly activity reports shall include the program services to include community interventions, activities conducted, materials developed, data collected, youth and parents involved, and overall progress of the project to date. Payment shall be contingent upon the timely submission of the monthly reports.
14. Grantee shall submit the final reimbursement claim and final activity report within thirty (30) days of the termination of the grant which shall detail the yearly activities, including a summary assessment of the project activities. The final report shall include analysis of the data reported from this Agreement and include methods for evaluating the program by means of monitoring and improving the outcomes of specific prevention strategies shall also be included in the accomplishments of the projects undertaken pursuant to this Agreement.
15. For the purpose of this Agreement, the funds will be used solely for underage drinking prevention.