



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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
OCTOBER 25, 2021

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 11, 2021

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Brenda Bishop, Quay County Health Council Coordinator**
 - Request Approval of **FY 2021-2022 Quay County Health Council Proclamation – 30-Year Anniversary**
 - Presentation of **Quay County Health Council Annual Report**
- II. **Vickie Gutierrez, Dr. Dan C. Trigg Memorial Hospital Assistant Administrator**
 - Request Approval of **1st and 2nd Quarter Mill Levy and GRT Payment**
- III. **Russell Shafer, Quay County Sheriff**
 - Request Approval of **2021-2022 NMDOT STEP and BKLUP Grants Agreement**
- IV. **Andrea Shafer, Quay County DWI Coordinator Administrator**
 - Request Approval of **DWI 1st Quarterly Report**
- V. **Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **First Quarter FY22 DFA Financial Report**
 - Request Approval of **First Quarter FY22 DWI Distribution Financial Report**
- VI. **Larry Moore, Quay County Road Superintendent**
 - **Road Update**



DOC #CM-00520
11/03/2021 01:38 PM Doc Type: COCOM
Fee: (No FieldTag Finance.TotalFees found) Pages: 63
Quay County, NM Ellen White - County Clerk, County Cler



- VII. Daniel Zamora, Quay County Manager**
- Request Approval **FY 2021-2022 Resolution No. 13 – Public Employees Retirement Association of New Mexico (PERA) Return to Work Provisions**
 - Request Approval of **New Mexico Department of Health Memorandum of Agreement (MOA)**
 - **Correspondence**
- VIII. Indigent Claims Board**
- **Call Meeting to Order**
 - Request Approval of **Indigent Minutes for the September 27, 2021 Meeting**
 - **No Claims Submitted**
 - **Adjourn**
- IX. Request Approval of Accounts Payable**
- X. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- XI. Request for Closed Executive Session**
- Pursuant to **Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
 - Pursuant to **Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**
 - Pursuant to **Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights**
- XII. Franklin McCasland, Quay County Commission Chairman**
- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

October 25, 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 25th day of October, 2021 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Robert Lopez, Member
Jerri Rush, Member
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Russell Shafer, Quay County Sheriff
Andrea Shafer, Quay County DWI Coordinator
Lucas Bugg, Quay County Fire Marshal
Richard Primrose, Quay County Consultant
Brenda Bishop, Quay County Health Council Coordinator
Vickie Gutierrez, Dr. Dan C. Trigg Memorial Hospital Administrator
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Russell Shafer led the Pledge of Allegiance.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the October 11, 2021 regular session minutes. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

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

Public Comments: None

NEW BUSINESS:

Brenda Bishop, Quay County Health Council Coordinator, requested approval of a Proclamation recognizing the Quay County Health Councils 30th Year Anniversary. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Proclamation. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Bishop presented a copy of the Quay County Health Council Annual Report. She reported an Open House will be held soon and details will be forthcoming.

Vickie Gutierrez, Dr. Dan C. Trigg Memorial Hospital Administrator requested the distribution of the 1st and 2nd Quarter Mill Levy and GRT payments. Each of which totals \$250,000.00. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the request. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Gutierrez reported the flu vaccination clinic was well attended with 308 clients. Gutierrez thanked the County for allowing the drive through clinic to be hosted at the fairgrounds. Gutierrez also distributed a copy of hospitals annual 2020 Report to the community.

Sheriff, Russell Shafer requested approval of the 2021-2022 NMDOT STEP and BKLUP Grant Agreement. The BKLUP Grant totals \$2,006.00 and the STEP Grant totals \$3,009.00. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Grant Agreements. MOTION carried with Lopez voting "aye", Rush voting "aye", and McCasland voting "aye". Copies are attached.

Andrea Shafer, Quay County DWI Coordinator presented the 1st Quarter Report for the time period July 2021 through September 2021. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Report. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

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

1. First Quarter FY22 DFA Financial Report. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Report. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy of the Report is attached.
2. First Quarter FY22 DWI Distribution Financial Report. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Report. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

Larry Moore, Quay County Road Superintendent, provided the updates from the Quay County Road Department:

1. The 2021-2022 Match Waiver Agreements have been executed.
2. One CAT Truck has been repaired and back in circulation. The other CAT Truck is still down.
3. The MACK Truck repairs should be completed today.
4. Hauling on the School Bus Project in the San Jon is at 7/10ths complete.

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

1. FY 2021-2022 Resolution No. 13; Public Employees Retirement Association of New Mexico Return to Work Provisions. Zamora explained this Resolution is being supported by many counties as an initiative to allow retired personnel to return to work and not lose their PERA pension, while supplying a qualified workforce to fill so many employment gaps due to the pandemic. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Resolution. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.
2. NM Department of Health Memorandum of Agreement. This Agreement supports the maintenance and janitorial services Quay County provides to the NM DOH Health Clinic. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". A copy is attached.

CORRESPONDENCE:

1. Presented the monthly Gross Receipts Tax Report for October.
2. Recognized the Rural Fire Departments and Lucas Bugg, Quay County Fire Marshal for the recently awarded Grants which totaled over \$850,000.00 in equipment for Quay County.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:35 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:40 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending October 21, 2021. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

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

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

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

Time noted 9:45 a.m.

---Executive Session---

Return to regular session. Time noted 11:30 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush that only the items listed above were discussed in Executive Session. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Chairman McCasland stated the Commissioners were charged with a 6-month evaluation of County Manager, Daniel Zamora. McCasland thanked Zamora for his leadership, his dedication to Quay County Government, the employees and citizens. McCasland reported no areas of improvement were noted. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to provide Zamora \$5,000.00 incentive pay. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

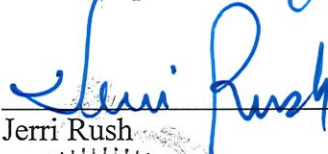
There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Time noted 10:40 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

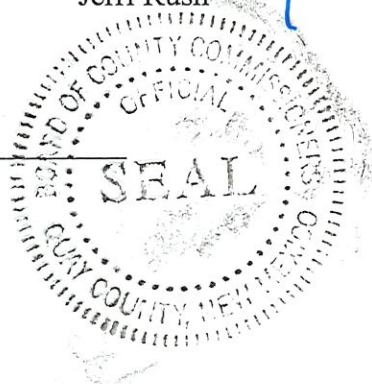

Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



PROCLAMATION

Recognizing The Quay County Health Council's 30th Anniversary

WHEREAS the Quay County Health Council was established by the Quay County Board of Commissioners in 1991 in response to the passage of the Maternal and Child Health Council Act by the New Mexico State Legislature.

WHEREAS the Quay County Health Council has through community assessment and planning identified gaps in services and advocated for programs to fill the gaps such as the School Breakfast program, Quay County Family Health Center, and School-based Mental Health Services.

WHEREAS the Quay County Health Council has brought attention to Mental Health Awareness by sharing information and resources with the community to include tips on how to suicide proof your home, how to listen with empathy to those in a crisis and providing free gun locks to citizens to help in curbing suicides.

WHEREAS the Quay County Health Council has implemented the Intimate Partner Violence Project to bring awareness to Domestic Violence to include how and where to get help, providing self-defense demonstrations, statistics on Domestic Violence, placing flyers with an informational QR Code in public places for those in a crisis to quickly access information for help and more.

WHEREAS the Quay County Health Council has implemented the Partnership Addressing Substance Struggles (PASS) to address substance abuse issues. Through PASS, data has been collected and appropriate strategies are being developed and will be implemented within the community.

WHEREAS the Quay County Health Council has provided information to Quay County residents since March 2020 in response to the ongoing COVID-19 pandemic.

WHEREAS the Quay County Health Council is "Working for a Healthier Community" by sharing and providing information related to nutrition, food safety, fire prevention, proper disposal of medications, New Mexico Aging and Disability Resources, breast cancer and diabetes awareness, alcohol and addiction awareness and resources, dental and medical information and more.

WHEREAS the membership has been instrumental in leveraging over 23 million dollars in projects and services that improve the Health of Quay County Citizens.

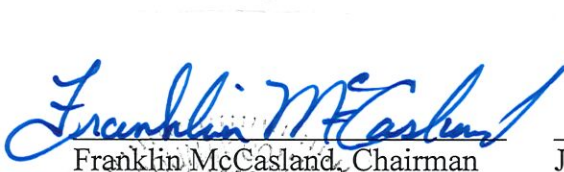
NOW, THEREFORE BE IT HEREBY PROCLAIMED, by the power vested in me as Chairman of the Quay County Board of Commissioners that **November 4, 2021** be designated as:

QUAY COUNTY HEALTH COUNCIL DAY

in Quay County New Mexico and urge all citizens to celebrate the 30th anniversary of this special community organization.

PASSED AND ADOPTED this 25th day of October, 2021.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman

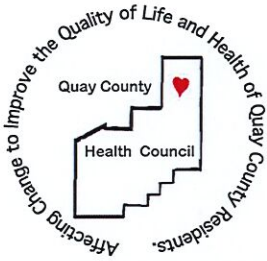

Jerri Rush, Member


Robert Lopez, Member

ATTEST:


Ellen White, Quay County Clerk





Quay County Health Council Impacts

HEALTH COUNCIL PRIORITIES

Established with Community Input

1. Obesity Prevention and Access to Health Care Services
2. Reduce Substance and Alcohol Misuse and Related Deaths
3. Increase Local Access to Specialty Health Care
4. Increased Local Prenatal Care Access
5. Increase Local Access to Oral Healthcare
6. Increase Consumer Health Literacy

THE MISSION of the Quay County Health Council is affecting change to improve the quality of life and health of Quay County residents.

Over \$23 Million leveraged between 1992 and 2021!

That is \$35 in community benefit for every \$1 in taxes invested in the Council.

DIRECT SERVICES DEVELOPED IN PARTNERSHIP WITH COMMUNITY AGENCIES

- Quay County Home Visiting Program
- Quay County Family Health Center: Federally Qualified Sliding Fee Health Center
- Medical Nutrition Therapy direct services for those PHS patients with diabetes
- School-based Mental Health Services
- Early Head Start
- Local Domestic Violence Hotline
- Behavioral health emergency community response protocols
- USDA Breakfast Program for Tucumcari Public School students
- Evidence-based sexuality education in Tucumcari schools
- School Alcohol-Free Zone Act in partnership with Rep. Moore passed in 2005
- Increased physical activity opportunities through annual Fun Run, Strong Seniors program, and Quay Co on the Move Trails
- 11 Quay County Community Wellness Fairs

Who is the

Quay County Health Council?

The Quay County Health Council is a group of volunteers who represent various sectors of the Quay County community. The Health Council is responsible for assessing community needs, establishing priorities, and developing plans of action to impact those priorities.

What do these successes mean to you?

Increased access to health care services and to food for Quay County residents.

Increased support for young families with a goal of improved parenting skills and better school success.

Diabetes Self-management Education: Sizable majority of patients who successfully completed the program lowered glucose levels enough to predict fewer complications.

Obesity Rate Among Quay County Adults decreased since 2011 by 32%. Adults meeting physical activity recommendations has increased by 7%.

Increased Knowledge of Available Resources among members and residents of the County

Overall more effective use of available resources through community partnerships coordinated by the Health Council.

CONTACT INFORMATION

Brenda Bishop, Coordinator
575-815-4575 gchealthcouncil@gmail.com



Quay County Health Council

Working For A Healthier Community 2020-2021 Program Accomplishments



Building Council Capacity and Sustainability

- Currently have 80 members participating in the Council or its Committees
- Currently have 8 committees working on a variety of health issues and projects
- Received \$90,000 in grant funding to run the Council and its Activities
- **Council Facebook and Instagram Pages increase awareness of Health Issues in the community and provide resources. Averaging 10,000 contacts and reaching 3400 individual accounts a month.** Posts include information to help people navigate the changes in COVID, community resources and monthly health themed posts along with advertisement of activities of the committees. An average of 150 posts were uploaded each month.



Healthy Eating Active Living and Viva Connects Committees Work to Increasing Physical Activity

- Development of walking paths at 5-mile park
- Weekly Exercise Posts on Social Media during the winter months
- Weekly online Exercise Program for Senior Citizens with a Social Component for 4 months.
- 6 – Week Move with Heart Campaign with Healthy Heart Posts and prizes
- Tucumcari Rockin Walkin Event – with over 200 people searching for hidden painted rocks
- Red White & Blue Clues Through Downtown sending families on a business scavenger hunt
- Museum Scavenger Hunt had 217 participants and most went to all 4 local museums

Work to Increase Consumption of Fruits and Vegetables

- Videos made on easy healthy dishes and utilizing more fruits and vegetables
- Promotion of options for purchasing fruits and vegetables
- Healthy recipe posts

Intimate Partner Violence Task Force

Focus on informing the community about the issue and resources available.

- Posters and Window Clings have been distributed around the County linking people to a Resource Brochure, Are You a Victim Quiz, and hotline numbers.
- Pepper Spray and Business Cards with hotline numbers have been provided to groups.
- Two Social Media blitzes were conducted.
- Online and in person workshops included: two bystander intervention trainings, creating a safety plan, two self-defense demonstrations, and a community panel examining the early release laws.



Partnership Addressing Substance Struggles (PASS)

Provided education on Medication Assisted Treatment (MAT) including a brochure which can be used with substance users.

Provided 3 Reversing an Overdose Using Naloxone Trainings training 38 people.

Provided resources to medical providers on options for the behavioral health component of MAT.

Completed a County Assessment on substance use and prepared an action plan for 2022.

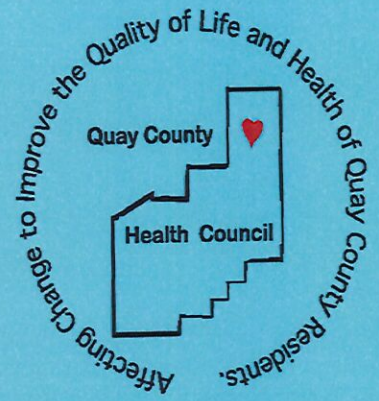
Distributed over 100 drug disposal bags.

Encouraged over 300 people to participate in the New Mexico Community Survey.



Education and Distribution of Gun Locks to Prevent the Most Lethal Form of Suicide

We Are 30!



**JOIN US FOR AN OPEN HOUSE TO
CELEBRATE THE QUAY COUNTY HEALTH
COUNCIL'S 30TH ANNIVERSARY**

November 4, 2021

4:00 to 6:00 pm

Liberty Room

Tucumcari Convention Center

**A Come and
Go Event**

**Current COVID-19
Restrictions Will
Be Followed**



QCHC Working For A Healthier Community

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MEMORANDUM

Date: September 15, 2021

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division *Jeff Barela*

From: Kimberly Wildharber, Staff Manager *KW*

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

1. TSD Program Manager Cora Anaya Phone # 505-490-1183 will oversee the project(s).
2. The Consolidated Agreement provides funding to Quay County Sheriff's Department to conduct the following project(s) and activities as shown below.
 - BKLUP -\$2,006.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP – \$3,009.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2022.
4. A deliverables table is listed in Exhibit B & C.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

September 15, 2021

Sheriff Russell Shafer
Quay County Sheriff's Department
300 South Third Street
Tucumcari, NM 88401

RE: Project Agreement

Dear Sheriff Shafer:

Enclosed is the project agreement for the federal 2022 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
02-OP-RF-076	State Road Fund				\$2,006.00
02-PT-RF-076	State Road Fund				\$3,009.00

2 CFR Subpart F 200.500-521

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

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

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

**Michelle Lujan
Grisham**
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

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

If expenditures are less than \$750,000 during your agency's fiscal year 2021, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {21}."

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

Operational Plan

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

Performance Indicators

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

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

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

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

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

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

Sincerely,

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 15, 2021 From: Cora Anaya Location: Traffic Safety Division

Phone: 505-490-1183

Agency: NMDOT

Contractor: Quay County Sheriff's Department

Project No.: 02-OP-RF-076, 02-PT-RF-076

NEW CONTRACT

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

AMENDMENT TO EXISTING CONTRACT

- Scope of Work
- Additional Compensation
- Time extension

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

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

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

Attorney Review Comments

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

Please make corrections on pages __

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

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

Other Comments

CONTRACT NUMBER: _____
GRANTEE DUNS NUMBER: 051336105
VENDOR NUMBER: 0000054395

GRANT AGREEMENT

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

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 02-OP-RF-076, \$2,006.00;
 - b. Selective Traffic Enforcement Program (**STEP**), Project No. 02-PT-RF-076, \$3,009.00;
 - c. Total Funding awarded per this Agreement \$5,015.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

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

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

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

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The Agreement terminates at 12:00 a.m. on September 30, 2022, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

COUNTY OF QUAY

By: Franklin MacLennan
Title: Chairman

Date: 10/25/21



Approved as to form and legal sufficiency.

By: John Howell
Assistant General Counsel
Department of Transportation

Date: Sep 20, 2021

Approved as to form and legal sufficiency.

By: _____
Counsel for County of Quay

Date: _____

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

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 02-OP-RF-076

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

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

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

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

"Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

"National Occupant Protection Mobilization Click It or Ticket period" means May 23 to June 5, 2022.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

"National DWI Mobilization Period" means August 17 to September 5, 2022.
3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:
- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
 - b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
 - c. assistance at child safety seat clinics or car seat fitting stations.
5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,006.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,006.00

7. **Goals.** The Department's performance goals for the state are to:
- a. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities
 - b. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed

use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

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

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 02-PT-RF-076

- 1. Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2022 through September 27, 2022.*
- 2. Definitions.** For purposes of this exhibit, the following definitions apply:

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

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

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.
- 3. Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.
- 4. Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

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

Personal Services	\$3,009.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$3,009.00

7. **Goals.** The Department’s performance goals for the state are as follows:
- a. Speeding-related fatalities rose by 18.2 percent in 2019 from 2018, and are projected to continue rising into 2022. Preliminary data indicate that speeding-related fatalities were 40.1 percent of all crash fatalities in 2020, compared to 36.8 percent in 2019. Given the anticipated rise in these fatalities, the State has determined to set the annual projection of 166 as the 2022 target
 - b. Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers
 - c. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities.
 - d. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed use. New Mexico’s observed seatbelt use percentage has remained above 90 percent since 2011
 - e. Five-year average fatalities rose by 11 percent between 2015 and 2019, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 14.2

percent between 2017 and 2021. The State has determined to set the five-year average projection of 421.9 as the 2022 target.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit D: Certifications and Assurances

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

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

State: New Mexico

Fiscal Year: 2022

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

GENERAL REQUIREMENTS

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

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

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

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

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

- Name of the entity receiving the award;
- Amount of the award;

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

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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

The State highway safety agency—

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

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

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

The State will provide a drug-free workplace by:

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

- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

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

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

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

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

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

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

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

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

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

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

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

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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

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

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

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

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

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

BUY AMERICA ACT

(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

POLICY ON SEAT BELT USE

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

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

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

SECTION 402 REQUIREMENTS

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

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).
(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

The State: **[CHECK ONLY ONE]**

Certifies that automated traffic enforcement systems are not used on any public road in the States;

OR

Is unable to certify that automated traffic enforcement systems are not use on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1, 2022.

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


Michael Sandoval (Jun 18, 2021 12:54 MDT)

06/18/2021

Signature Governor's Representative for Highway Safety

Date

Michael R. Sandoval

Printed name of Governor's Representative for Highway Safety

Signature:

Email: rocio.dominguez@state.nm.us

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:					
Government Unit:		COUNTY OF QUAY			
Contract term:		(- 09/30/2022)			
Vendor Number:		0000054395	Address ID:		
Grantee Contact Info					
Project Director and Title:		Sheriff Russell Shafer			
Phone:	575-461-2720	E-mail:	Russell.shafer@quaycounty-nm.gov		
Agency Name:		Quay County Sheriff's Department			
Address:		300 South Third Street			
City, State ZIP:		Tucumcari, NM 88401			
TSD Contact Info					
Program Manager:		Cora Lee Anaya CoraL.Anaya@state.nm.us	Phone:	505-490-1183	
TSD Finance:		Clarice Marien	Phone:	505-699-1094	
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI		\$0.00			
BKLUP	02-OP-RF-076	\$2,006.00	20100	5100000000	
STEP	02-PT-RF-076	\$3,009.00	20100	5100000000	
Total		\$5,015.00			
PO Entered by TSD Finance:			Date:		
PO Approved by Contracts:			Date:		
Comments:					

HELD FOR COMMISSION REVIEW/APPROVAL:

QUAY COUNTY

BY: *Russell Shafer*
Russell Shafer (Oct 18, 2021 12:33 MDT)

DATE: Oct 18, 2021

Russell Shafer

TITLE: Quay County Sheriff

Grant Approval Signatures

Grant Purpose: The following grant agreement provides overtime funds to the Quay County Sheriff's Office for the purpose of traffic enforcement with the goal of reducing traffic accidents; and specifically, traffic fatalities in Quay County.

We the undersigned approve the execution of the 2022 grant agreement between the New Mexico Department of Transportation and County of Quay for the following projects:

- (a) Buckle Up (BKLUP)/Click it or Ticket (CIOT), Project No. 02-OP-RF-076 (\$2,006)
- (b) Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period, Project No. 02-PT-RF-076 (\$3,009)
- (c) Total funding awarded per this Agreement is \$5,015.00

Approved:

By: Franklin McEland

Quay County Commissioner

Date: 10/25/21

Approved:

By: Robert Long

Quay County Commissioner

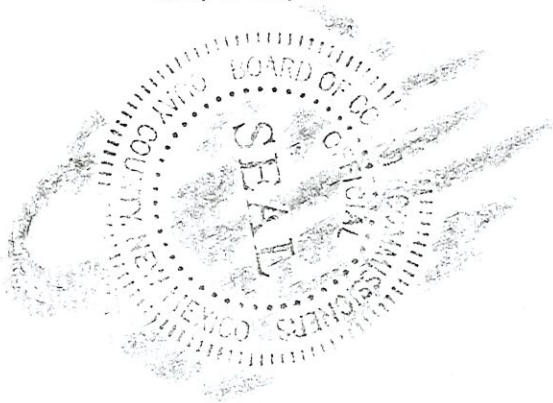
Date: 10-25-21

Approved:

By: Jenni Rush

Quay County Commissioner

Date: 10-25-21



QUAY COUNTY DWI PROGRAM

STATISTICS

1st Quarterly Report

July 2021-September 2021

Total Number of Arrests: 8

DWI 1st: 5
DWI 2nd: 1
DWI 3rd: 1
DWI 4th: 0
DWI 5th or Subsequent: 1
Aggravated DWIs: 5

Average BAC: .08

Minimum: .01
Maximum: .15
Blood Draws: 1
Refusals: 5

Average Age: 46

Youngest: 29
Oldest: 68

Sex of Offenders

Male: 7
Female: 1

Accidents: 3

Fatalities: 0

Arrests by Agency:

New Mexico State Police: 3
Tucumcari Police Department: 1
Quay County Sheriff's Department: 2
Logan Police Department: 1
Ute Lake State Park: 0

Monthly Arrests

July: 3
August: 0
September: 5

FROM FINAL COURT DATES:

Number of Cases Completed: 8

Number of Convictions/Pleas: 6

Number of Dismissals: 2

Number of Offenders Placed on DWI Compliance: 6

DWI 1st: 4

DWI 2nd: 2

DWI 3rd: 0

DWI 4th: 0

DWI 5th of Subsequent: 0

Number of Offenders who Successfully Completed DWI Compliance: 1

Number of Offenders who Unsuccessfully Completed DWI Compliance: 0

Number of Community Service Hours Ordered: 192

Number of DWI Offenders Being Supervised: 14

Number of Misdemeanor Offenders Being Supervised:18

State of New Mexico
Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2021-2022 - Quay County - FY2022 Q1

Printed from LGBMS on 2021-10-21 16:10:20

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,352,591.00	0.00	1,091,482.79	-250,000.00	616,008.24	-3,786.67	1,574,278.88	154,002.06	1,420,276.82
20100 Corrections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20200 Environmental	104,428.00	0.00	9,844.76	0.00	291.60	0.00	113,981.16	0.00	113,981.16
20300 County Property Valuation	180,835.00	0.00	5,190.15	0.00	11,961.50	0.00	174,063.65	0.00	174,063.65
20400 County Road	575,570.00	0.00	172,291.91	-57,446.25	231,907.75	481.92	458,989.83	19,325.65	439,664.18
20600 Emergency Medical Services	3,840.00	0.00	12,060.00	0.00	710.17	0.00	15,189.83	0.00	15,189.83
20800 Farm & Range	435.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	435.00
20900 Fire Protection	1,257,330.00	0.00	565,699.94	-166,157.00	51,000.93	725.87	1,606,597.88	0.00	1,606,597.88
21100 Law Enforcement Protection	0.00	0.00	23,600.00	0.00	0.00	0.00	23,600.00	0.00	23,600.00
21800 Intergovernmental Grants	43,335.00	0.00	4,370.28	0.00	52,177.68	4,472.40	0.00	0.00	0.00
22000 Indigent Fund	305,674.00	0.00	96,288.13	0.00	56,792.55	0.00	345,169.58	0.00	345,169.58
22100 Hospital Gross Receipts Tax	1,370,998.00	0.00	322,645.51	-33,375.82	52,295.63	0.00	1,607,972.06	0.00	1,607,972.06
22300 DWI Fund	28,545.00	0.00	26,514.00	0.00	44,238.32	0.00	10,820.68	0.00	10,820.68
22500 Clerks Recording & Filing Fund	32,778.00	0.00	3,160.99	0.00	0.00	0.00	35,938.99	0.00	35,938.99
22600 Jail - Detention	139,596.00	0.00	122,450.19	250,000.00	393,662.22	46.28	118,430.25	0.00	118,430.25
22700 County Emergency Communications and Medical & Behavioral Health GRT	387,320.00	0.00	200,413.72	0.00	135,132.90	45.84	452,646.66	0.00	452,646.66
26000 American Rescue Plan Act	801,524.00	0.00	0.00	0.00	29,971.78	0.00	771,552.22	0.00	771,552.22
29900 Other Special Revenue	418,432.00	0.00	39,108.80	33,375.82	78,728.25	0.00	412,188.37	0.00	412,188.37

30200 CDBG (HUD) Project	68,745.00	0.00	0.00	0.00	0.00	0.00	68,745.00	0.00	68,745.00
30300 State Legislative Appropriation Project	0.00	0.00	38,722.44	0.00	38,722.44	0.00	0.00	0.00	0.00
30400 Road/Street Projects	3,088,677.00	0.00	160.41	0.00	151,855.95	0.00	2,936,981.46	0.00	2,936,981.46
39900 Other Capital Projects	2,063,185.00	0.00	6,041.34	0.00	16,739.47	0.00	2,052,486.87	0.00	2,052,486.87
40400 NMFA Loan Debt Service	3,951.00	0.00	416,209.73	223,603.25	223,603.25	0.00	420,160.73	0.00	420,160.73
Totals	12,227,789.00	0.00	3,156,255.09	0.00	2,185,800.63	1,985.64	13,200,229.10	173,327.71	13,026,901.39

QUAY COUNTY
FISCAL YEAR: 2021-22
REPORT PERIOD: 09/21

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,352,591.59	1,091,482.79	(250,000.00)	616,008.24	685.73	1,578,751.87
402 ROAD FUND	575,570.07	172,291.91	(57,446.25)	231,907.75	481.92	458,989.90
403 FARM & RANGE FUND	435.45	.00	.00	.00	.00	435.45
406 HEALTH CARE ASSISTANCE FUND	305,673.55	96,288.13	.00	56,792.55	.00	345,169.13
407 FIRE DISTRICT NO 1 FUND	80,834.28	78,736.64	(25,164.00)	13,817.59	80.28	120,669.61
408 FIRE DISTRICT NO 2 FUND	63,099.20	54,992.47	(30,480.00)	5,481.75	.00	82,129.92
409 FIRE DISTRICT NO 3 FUND	47,475.60	51,789.32	(24,086.00)	1,090.81	46.23	74,134.34
410 NARA VISA FIRE FUND	149,868.37	28,544.13	.00	1,335.36	108.61	177,185.75
411 FORREST FIRE FUND	82,658.06	44,549.30	(12,589.00)	5,614.46	89.15	109,093.05
412 JORDAN FIRE FUND	171,263.62	76,355.13	(22,151.00)	2,514.75	112.90	223,065.90
413 BARD ENDEE FIRE FUND	151,632.34	98,556.11	(17,118.00)	15,852.64	138.64	217,356.45
414 EMERGENCY MEDICAL SERVS FUND	3,839.28	12,060.00	.00	710.17	.00	15,189.11
415 QUAY FIRE DIST FUND	153,740.52	49,353.66	(22,138.00)	516.88	46.23	180,485.53
416 FORESTRY FIRE FUNDS	148,794.14	2,341.02	.00	1,185.48	.00	149,949.68
418 PORTER FIRE DEPT.	314,867.37	44,567.40	(12,431.00)	3,945.38	42.36	343,100.75
419 QUAY COUNTY EMERGENCY MANAG	43,335.32	4,370.28	.00	52,177.68	.00	(4,472.08)
420 QUAY COUNTY FIRE MARSHALL	41,889.68	38,255.78	.00	831.31	61.47	79,375.62
421 DETENTION CENTER	115,528.70	122,450.19	250,000.00	385,326.94	46.28	102,698.23
430 SAFETY NET CARE POOL FUND	.00	.00	33,375.82	33,375.82	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	387,320.93	200,413.72	.00	135,132.90	45.84	452,647.59
499 REAPPRAISAL FUND	180,834.97	5,190.15	.00	11,961.50	.00	174,063.62
501 HOSPITAL FUND	1,370,997.97	322,645.51	(33,375.82)	52,295.63	.00	1,607,972.03
503 RURAL ADDRESSING FUND	16,746.25	2,255.92	.00	1,527.03	.00	17,475.14
516 ASAP - OTHER CHARGES	9,583.46	3.91	.00	541.55	.00	9,045.82
520 TUC. DOMESTIC VIOLENCE PROGRA	4,555.32	691.92	.00	1,334.50	.00	3,912.74
562 DEBT SERVICE	.00	.00	223,603.25	223,603.25	.00	.00
563 NMFA DEBT RESERVE	3,950.32	416,209.73	.00	.00	.00	420,160.05
607 LAW ENFORCEMENT PROTECTION F	.00	23,600.00	.00	.00	.00	23,600.00
610 JUVENILE DET OFFICER FUND	24,067.44	.00	.00	8,335.28	.00	15,732.16
613 PRIMARY CARE CLINIC	145,289.55	30,130.44	.00	33,946.64	.00	141,473.35
621 CLERK'S EQUIP REC FUND	32,777.84	3,160.99	.00	.00	.00	35,938.83
622 DWI DISTRIBUTION	21,777.66	26,514.00	.00	44,238.32	.00	4,053.34
623 ENVIRONMENTAL GROSS REC FUND	104,427.49	9,844.76	.00	291.60	.00	113,980.65
624 DWI GRANT FUND	6,766.74	.00	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	44,950.65	2,038.59	.00	154.55	.00	46,834.69
631 DWI PROBATION FEES	21,124.08	1,164.00	.00	937.68	.00	21,350.40
632 DWI SCREENING FEES	8,860.74	450.00	.00	700.00	.00	8,610.74
634 DWI UA FEES	12,290.06	33.00	.00	25.00	.00	12,298.06

QUAY COUNTY
FISCAL YEAR: 2021-22
REPORT PERIOD: 09/21

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
639 WILDLIFE SERVICES	6,236.03	.00	.00	5,000.00	.00	1,236.03
649 COUNTY IMPROVEMENTS	4,767,587.66	44,763.78	.00	207,317.86	.00	4,605,033.58
650 ROAD EQUIPMENT FUND	384,273.83	160.41	.00	.00	.00	384,434.24
654 AMERICAN RESCUE PLAN ACT	801,524.00	.00	.00	29,971.78	.00	771,552.22
655 CDBG - QUAY COUNTY	38,281.58	.00	.00	.00	.00	38,281.58
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
GRAND TOTAL	12,227,785.34	3,156,255.09	.00	2,185,800.63	1,985.64	13,200,225.44

**Local DWI Distribution Program
Financial Status Report**

Exhibit F

Financial Status Report No.: 1

I. A. Program Name Quay County		II. Distribution Received:		III. Distribution Balance:	
B. Address: PO Box 1246 Tucumcari, NM 88401		A. September: 26,514.00	A. Distribution Year To Date: \$26,514.00	B. Expenditures Year To Date: \$22,660.87	
C. Telephone No.: 575-461-2112		B. December: 0.00	C. Expenditures This Quarter: \$22,660.87	D. Distribution Balance: \$3,853.13	
D. Distribution No.: 22-D-D-21		C. March: 0.00	E. Total Year To Date: 26,514.00	IV. Report Period Ending: 30-Sep-21	
		D. June: 0.00			

3,853.13

Budget Line Items	Distribution				In-Kind Match				
	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	
ADMINISTRATIVE									
Personnel Services					7,000.00	1,791.35	5,208.65	1,791.35	Per. Serv.
Employee Benefits					1,000.00	264.61	735.39	264.61	Empl. Ben.
PROGRAM									
Personnel Services	63,500.00	15,702.05	47,797.95	15,702.05	0.00	0.00	0.00	0.00	Per. Serv.
Employee Benefits	11,800.00	3,236.40	8,563.60	3,236.40	0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Travel Out
Supplies	4,288.00	141.20	4,146.80	141.20	2,500.00	54.55	2,445.45	54.55	Supplies
Operating Costs	12,800.00	3,581.22	9,218.78	3,581.22	6,500.00	1,762.68	4,737.32	1,762.68	Operating
Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Cap Purch
TOTALS	95,388.00	22,660.87	72,727.13	22,660.87	18,000.00	3,873.19	14,126.81	3,873.19	

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.

Cheryl Simpson Finance Director
Program Fiscal Officer (Printed Name and Title)

Andrea Shafer DWI Coordinator
Program Representative (Printed Name and Title)

Cheryl Simpson 10/21/21
Program Fiscal Officer (Signature) Date

Program Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI DISTRIBUTION PROGRAM
Distribution Program Financial Status Report
Breakdown By Component

Exhibit F (1)
0

Program: Quay County
 Dist. No.: 22-D-D-21
 Report No. 1

Total Distribution Reported This Quarter	<u>22,660.87</u>
Total In-Kind Match This Quarter	<u>3,873.19</u>
Total Expenditures Reported This Quarter	<u>26,534.06</u>

Distribution:

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00		0.00	0.00
Enforcement	0.00		0.00	0.00
Screening	0.00		0.00	0.00
Treatment: Outpatient/Jailbased	0.00		0.00	0.00
Compliance Monitoring/Tracking	51,488.00	12,676.65	38,811.35	12,676.65
Coor, Plan & Eval	43,900.00	9,984.22	33,915.78	9,984.22
Alternative Sentencing	0.00		0.00	0.00
Totals:	<u>95,388.00</u>	<u>22,660.87</u>	<u>72,727.13</u>	<u>22,660.87</u>

In-Kind Match:

	<u>Budget</u>	<u>This Report</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>	<u>Additional In-Kind/Match</u>
Prevention	0.00		0.00	0.00	
Enforcement	0.00		0.00	0.00	
Screening	1,000.00	700.00	300.00	700.00	
Treatment: Outpatient/Jailbased	0.00		0.00	0.00	
Compliance Monitoring/Tracking	15,000.00	3,173.19	11,826.81	3,173.19	
Coor, Plan & Eval	2,000.00		2,000.00	0.00	
Alternative Sentencing	0.00		0.00	0.00	
Totals:	<u>18,000.00</u>	<u>3,873.19</u>	<u>14,126.81</u>	<u>3,873.19</u>	<u>0.00</u>

Total Expenditures This Period	<u>26,534.06</u>	↔	<u>26,534.06</u>
Total Expenditures Year to Date:	<u>26,534.06</u>	↔	<u>26,534.06</u>
Total Additional In-Kind Match Year to Date:	<u>0.00</u>		

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. 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.

Cheryl Simpson
 Program Representative (Signature)

Finance Director
 Title

10/21/21
 Date

Exhibit G - Distribution

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: Quay County
 Distribution No.: 22-D-D-21
 Quarter Report No.: 1

Total Distribution This Quarter: 22,660.87
 Total In-Kind Match This Quarter: 3,873.19
 Total Expenditures Reported This Quarter: 26,534.06

Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	
7/1-3/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/8/2021	223.86	Coordinator
7/4-17/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/22/2021	1,377.60	Coordinator
7/18-31/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/5/2021	1,377.60	Coordinator
8/1-14/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/19/2021	1,377.60	Coordinator
8/15-28/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/2/2021	1,377.60	Coordinator
8/29-9/11/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/16/2021	1,377.60	Coordinator
9/12-25/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/30/2021	1,377.60	Coordinator
7/1-3/2021	Richard Marano	DWI Compliance	Direct Deposit	7/8/2021	190.19	Compliance
7/4-17/2021	Richard Marano	DWI Compliance	Direct Deposit	7/22/2021	1,170.40	Compliance
7/18-31/2021	Richard Marano	DWI Compliance	Direct Deposit	8/5/2021	1,170.40	Compliance
8/1-14/2021	Richard Marano	DWI Compliance	Direct Deposit	8/19/2021	1,170.40	Compliance
8/15-28/2021	Richard Marano	DWI Compliance	Direct Deposit	9/2/2021	1,170.40	Compliance
8/29-9/11/2021	Richard Marano	DWI Compliance	Direct Deposit	9/16/2021	1,170.40	Compliance
9/12-25/2021	Richard Marano	DWI Compliance	Direct Deposit	9/30/2021	1,170.40	Compliance
Total Personnel Services:					15,702.05	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
7/1-3/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/8/2021	39.07	Coordinator
7/4-17/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	7/22/2021	242.60	Coordinator

Exhibit G - Distribution

7/18-31/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/5/2021	242.60	Coordinator
8/1-14/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	8/19/2021	242.60	Coordinator
8/15-28/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/2/2021	242.60	Coordinator
8/29-9/11/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/16/2021	244.90	Coordinator
9/12-25/2021	Andrea Shafer	DWI Coordinator	Direct Deposit	9/30/2021	240.39	Coordinator
7/1-3/2021	Richard Marano	DWI Compliance	Direct Deposit	7/8/2021	33.19	Compliance
7/4-17/2021	Richard Marano	DWI Compliance	Direct Deposit	7/22/2021	206.44	Compliance
7/18-31/2021	Richard Marano	DWI Compliance	Direct Deposit	8/5/2021	206.44	Compliance
8/1-14/2021	Richard Marano	DWI Compliance	Direct Deposit	8/19/2021	206.44	Compliance
8/15-28/2021	Richard Marano	DWI Compliance	Direct Deposit	9/2/2021	206.44	Compliance
8/29-9/11/2021	Richard Marano	DWI Compliance	Direct Deposit	9/16/2021	208.74	Compliance
9/12-25/2021	Richard Marano	DWI Compliance	Direct Deposit	9/30/2021	204.23	Compliance
7/1/2021	NMCIA	Workers Comp Premium	Ref #333; Check 45880	7/22/2021	469.72	Compliance
Total Employee Benefits:						3,236.40

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):						0.00

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						0.00

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
8/12/2021	Blue360 Media LLC	NM Criminal Law Update	9/9/2021	Ref 196; Check 46117	72.98	Compliance
9/9/2021	Humberto Marquez	Water Dispenser Rental	9/23/2021	Ref 296; Check 46200	68.22	Compliance

***Prevention Giveaways/Promotional Items**

Total Supplies:						141.20

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
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Exhibit G - Distribution

6/28/2021	Benchmark Bus. Solutions	Copier Lease	7/22/2021	Ref 273; Check #45851	19.05	Compliance
7/9/2021	Benchmark Bus. Solutions	Copier Lease	8/5/2021	Ref 129; Check #45925	77.86	Compliance
7/31/2021	Quadient Leasing USA	Postage Meter Lease	8/5/2021	Ref 142; Check #45964	59.51	Compliance
7/1/2021	Quay County Treasurer	Office Lease	7/22/2021	Ref 353; Check #45889	600.00	Compliance
8/1/2021	Quay County Treasurer	Office Lease	8/5/2021	Ref 102; Check #45919	600.00	Compliance
9/1/2021	Quay County Treasurer	Office Lease	9/9/2021	Ref 120; Check #46145	600.00	Compliance
7/2/2021	Xcel	Electricity	7/12/2021	Ref 269; Check #45824	111.57	Compliance
8/4/2021	Xcel	Electricity	8/4/2021	Ref 262; Check #46017	125.39	Compliance
9/2/2021	Xcel	Electricity	9/16/2021	Ref 278; Check #46174	123.96	Compliance
7/9/2021	NM Gas Company	Gas	7/22/2021	Ref 387; Check #45874	52.00	Compliance
8/13/2021	NM Gas Company	Gas	8/19/2021	Ref 414; Check #46044	52.00	Compliance
9/14/2021	NM Gas Company	Gas	9/23/2021	Ref 318; Check #46208	105.00	Compliance
6/26/2021	City of Tucumcari	Water	7/8/2021	Ref 19; Check #45771	104.85	Compliance
8/2/2021	City of Tucumcari	Water	8/10/2021	Ref 211; Check #45997	104.85	Compliance
8/30/2021	City of Tucumcari	Water	9/30/2021	Ref 418; Check #46233	107.61	Compliance
7/9/2021	Ricoh Copiers	Copier Lease	7/22/2021	Ref 322; Check #45893	65.61	Compliance
7/13/2021	Ricoh Copiers	Copier Lease	7/22/2021	Ref 324; Check #45893	65.61	Compliance
8/13/2021	Ricoh Copiers	Copier Lease	9/9/2021	Ref 39; Check #46149	65.61	Compliance
7/6/2021	Quadient	Ink for Postage Meter	7/22/2021	Ref 415; Check #45885	39.14	Compliance
7/31/2021	Quadient	Postage	7/31/2021	Ref 15; ACH	32.46	Compliance
9/1/2021	Plateau	Phone & Internet	9/9/2021	Ref 175; Check #46105	469.14	Compliance

Total Operating Costs: 3,581.22

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Minor Equipment: 0.00

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Capital Purchases: 0.00

Total Distribution Expenditures for the Quarter:

22,660.87

Check: 22660.87

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. 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.

Cheryl Simpson
Program Representative (Signature)

Finance Director
Title

10/21/2021
Date

Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: Quay County
 Distribution No.: 22-D-D-21
 Quarter Report No.: 1

Total Distribution This Quarter: 22,660.87
 Total In-Kind Match This Quarter: 3,873.19
 Total Expenditures Reported This Quarter: 26,534.06

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
July, Aug, Sept	Cheryl Simpson	Finance Director	In Kind Certification	45 hrs@\$21.45	965.25	Compliance
July, Aug, Sept	Sheryl Chambers	A/P Clerk	In Kind Certification	30 hrs@\$18.37	551.10	Compliance
July, Aug, Sept	DWI Council Meetings	Voting Members	In Kind Certification	11 members @ \$25	275.00	Compliance
Total Personnel Services:						<u>1,791.35</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
July, Aug, Sept	Cheryl Simpson	Finance Director	In Kind Certification	Wages @ 17.45%	168.44	Compliance
July, Aug, Sept	Sheryl Chambers	A/P Clerk	In Kind Certification	Wages @ 17.45%	96.17	Compliance
Total Employee Benefits:						<u>264.61</u>

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component
Total Personnel Services:					<u>0.00</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

Exhibit G - Distribution In-Kind Match

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):					0.00	

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (Out-of-State):					0.00	

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
8/13/2021	Premier Biotech, Inc.	Testing Supplies	8/19/2021	Ref 434; Check #46051	54.55	Compliance
Total Supplies:					54.55	

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
7/1/2021	Plateau	Internet Service	7/8/2021	Ref 177; Check #45775	468.73	Compliance
8/1/2021	Plateau	Internet Service	8/5/2021	Ref 147; Check #45918	468.95	Compliance
6/30/2021	Lou's Clinical Lab, Inc	UA Testing	7/22/2021	Ref 356; Check #45868	50.00	Compliance
7/31/2021	Lou's Clinical Lab, Inc	UA Testing	8/19/2021	Ref 285; Check #46039	25.00	Compliance
8/31/2021	Lou's Clinical Lab, Inc	UA Testing	9/23/2021	Ref 288; Check #46204	25.00	Compliance
7/31/2021	Lou's Clinical Lab, Inc	UA Testing	8/19/2021	Ref 286; Check #46039	25.00	Compliance
7/1/2021	Noble Software Group	Annual Hosting Fees	7/8/2021	Ref 206; Check #45804	700.00	Screening
Total Operating Costs:					1,762.68	

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component
Total Contractual Services:					0.00	

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Minor Equipment:					0.00	

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
Total Capital Purchases:					0.00	

Total In-Kind Match: 3,873.19

Exhibit G - Distribution In-Kind Match

<u>Additional In-Kind Match</u>	<u>Total Amount</u>	<u>Fee Amount & Source</u>	<u>Additional Sources</u>
Prevention			
Enforcement			
Screening			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			
Total	\$ -		

Screening Fees Collected Summary

<u>FY22 Beginning Fee Balance for Screening</u>	<u>Amount of all screening fees collected this reporting period</u>	<u>Amount of all screening fees spent this reporting period</u>
\$ 8,860.74	\$ 450.00	\$ 700.00

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. 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.

Cheryl Simpson
 Program Representative (Signature)

Finance Director
 Title

10/21/2021
 Date

RESOLUTION FY2021-2022 #13

A RESOLUTION REQUESTING A CHANGE TO THE PUBLIC
EMPLOYEES RETIREMENT ASSOCIATION OF
NEW MEXICO (PERA) RETURN TO WORK PROVISIONS

WHEREAS, the legislature of the State of New Mexico has adopted legislation establishing the New Mexico Public Employees Retirement Association (PERA) and legislation amending and modifying the same; and,

WHEREAS, pursuant to the current legislation, a retiree hired on or after July 1, 2010 who returns to work for a PERA affiliate will have his/her benefits suspended. This prevents a retired member of the PERA from collecting both a salary and their retirement benefits (a pension); and,

WHEREAS, retired members, who choose to return to work for a PERA affiliate currently only has the following options:

1. Becoming a contributing member to PERA and resume accruing service credit thereby the contributing member's benefit will be recalculated; or,
2. If the retired member has completed a 12-month break in service from his/her retirement date, the member can begin employment with the PERA affiliate and choose not to make member contributions. In this case, retired member will not accrue service credit.

WHEREAS, due to the COVID-19 pandemic, it has become increasingly difficult for local governmental agencies such as Quay County, to recruit and retain qualified applicants, particularly within public safety positions (Detention and Sheriff); and,

WHEREAS, an amendment or modification to the current PERA legislation at this time imposing a five (5) year moratorium on the current statute pertaining to retired members who chose to return to work for a PERA affiliate would allow retirees to come back and train, mentor and work part-time assisting the Cities, Counties, as well as the State of New Mexico in filling numerous vacant positions to assist and allow for the governmental entities in the State of New Mexico to continue providing the quality of public service that is necessary and expected from the same.

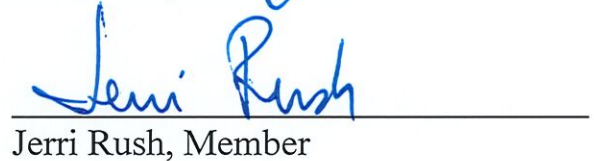
NOW THEREFORE, the Board of County Commissioners of Quay County hereby request that the New Mexico Legislature and Governor Michelle Lujan Grisham consider the adoption of a statute, rule or regulation that addresses the above referenced PERA restrictions and/or implements a five (5) year moratorium on the enforcement of the same to allow qualified and willing retirees to assist governmental entities in providing these necessary services to citizens of New Mexico.

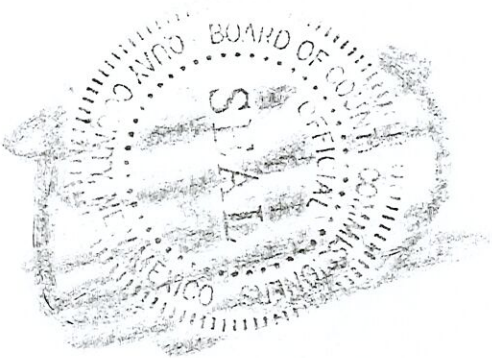
PASSED, APPROVED AND ADOPTED this 25th day of October, 2021.

Board of Quay County Commissioners


Franklin McCasland, Chairman


Robert Lopez, Member


Jerri Rush, Member



ATTEST:



Ellen L. White, Quay County Clerk

MEMORANDUM OF AGREEMENT
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
QUAY COUNTY

This Memorandum of Agreement (Agreement) is entered into by and between the **New Mexico Department of Health** (Department) and **Quay County** (County), collectively referred to as “the Parties” hereinafter.

Whereas, the County houses Department staff necessary to operate the Public Health Office at the Quay County Health Facility at 310 South Second Street, Tucumcari, NM 88401 according to the diagram of the premises as shown in Exhibit A, and provides all the building services, utilities (gas, electric, sewer, and water) and maintenance pursuant to Sections 24-4-2 & -3, NMSA 1978; and,

Whereas, the Department provides public access to the Quay County Public Health Facility within available funding levels, including but not limited to WIC Program nutrition services, Children's Medical Services, Families First Services, Disease Prevention Services, Health Promotion Services, and Clinical Services Monday through Friday during normal business hours, 8:00 am to 5:00 pm as individual program funding permits, except on state recognized holidays, and provides the necessary state funded staffing such as registered nurse(s), WIC nutritionist(s), CMS social worker(s), and administrative staff in order to execute and enforce the health laws and regulations and provide public health services to the residents of the County of Quay and surrounding areas as program funding permits, as required pursuant to the Public Health Act, the Department of Health Act and other applicable public health laws.

IT IS AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of this Agreement is to delineate the roles and responsibilities, including fiscal responsibilities, of the New Mexico Department of Health and Quay County in the operation of the Quay County Health Facility in Tucumcari, New Mexico.

2. SCOPE OF WORK

A. The County shall perform the following services at the Quay County Health Facility, located at 310 South Second Street, Tucumcari, New Mexico 88401.

1. Allow and support Department to provide external signage that is visible from roadway identifying the location of public health services and internal signage directing clients to all Department program services.
2. Provide utilities (electric, sewage, water, gas, etc..) for the Department occupied space.
3. Provide timely snow and ice removal for the parking lot and walkways to ensure safe access to the Health Facility at all times.

4. Provide regular building maintenance services, including preventive and repair maintenance to maintain a safe interior environment for clients and staff.
5. Provide adequate heating and cooling regulation for staff and clients as well as for temperature specific ranges required for services, (pharmacy and drug temperature restrictions, IT Server rooms) through installed building systems or via independent units or ventilation.
6. Indoor air quality shall be maintained within pertinent ASHRAE (62.1-2010), and OSHA (OSHA of 1970 Section 5(a) (1)).
7. Adequate security measures should be present and maintained including operation and maintenance of alarm systems, if present at location, and door locks to aid in the protection of staff, clients, and physical property.
8. Provide grounds keeping services and maintain a safe exterior for clients and staff.
9. Maintain an effective pest control program so that the Health Facility is free of pests and rodents.
10. Maintain existing external building and parking lot lighting for client and staff safety.
11. Provide adequate client and staff parking during office hours, including staff and client handicap parking.
12. Permit Department to utilize the Health Facility for Department-sponsored activities, consistent with the occupancy and uses of the other Health Facility tenants.
13. Permit Department the use of all common use areas of the Health Facility.
14. Obtain Department's preliminary input and approval on any proposed building or assigned space modifications that impact Department staff and services including agreements to house additional programs and staff in the Health Facility.
15. Allow for the Department to access, install and maintain communications service connections in a secure and appropriately conditioned space, which may be co-located with other communications service connections for the Health Facility.
16. Life Safety- Fire Protection Equipment
 - a. Detection and notification systems (e.g., control panel, smoke detection sensing devices, strobe alarm lights, audible alarm indicating devices, phone line communication module, etc.) shall be inspected annually. Testing and inspection of these systems shall be documented.
 - b. Fire extinguishers shall be inspected and tagged annually by a certified inspector.
 - c. Emergency directional and exit devices (e.g., exit signs, emergency lights, ADA assist equipment, alarm communicators, etc.) shall be inspected at least annually for proper operation.
17. Electrical Systems
 - a. Every electrical panel shall be properly labeled identifying the following: panel identifier, area being serviced by each individual breaker, equipment being serviced by each breaker or disconnect. (Panel Schedule)
 - b. All pull boxes, junction boxes, electrical termination boxes shall have proper covers in place and panels accessible to persons other than maintenance personnel shall remain locked to guard against vandalism or personal injury.
18. Corrective Maintenance
 - a. A work request process shall be defined by the County and made available to the Department so that minor maintenance problems can be reported and

- logged promptly by the County maintenance staff. A log of all requests shall be maintained indicating the date of the request and the date of completion.
- b. Maintenance requests on the Health Facility shall be regularly reviewed and addressed in a timely manner.
19. The County will inform the Department of current building contacts to ensure adequate communications and provide updated contacts when changes arise.
- B. The Department shall perform the following services at the Quay County Health facility, located at 310 South Second Street, Tucumcari, New Mexico 88401.
1. Comply with applicable federal and state law and regulatory provisions concerning the confidentiality of client information, State of New Mexico, and Department of Health (Department) policy, rules and regulations concerning provision of client services.
 2. Provide external signage that is in accordance with Department regulation and standard template, that is visible from roadway identifying the location of public health services and internal signage directing clients to all Department program services.
 3. Maintain safety mats at all entrances to the Health Facility.
 4. Provide independent contractors or contract with the County to supply janitorial services, equipment, and necessary supplies for the Health Facility, including all Department occupied space, to meet sanitation standards.
 5. Report any Health Facility maintenance issues to the County in a timely manner, to allow the County the ability to plan and execute the necessary work via work request process set forth by the County.
 6. Provide for office telephone service, including local and long-distance services, fax machine and all Department telecommunication equipment and system maintenance services within the Health Facility.
 7. Provide public access to the services the Department is responsible for pursuant to the applicable public health laws.
 8. Provide computer systems and computer internet service for Department use. This includes installation of equipment and computer system maintenance within the Health Facility for Department owned equipment.
 9. Provide Department staff with furniture, fixtures, equipment and supplies necessary to provide services.
 10. Obtain County's preliminary input and approval on any proposed building or assigned space modifications that impact building structure or usage.
 11. Life Safety- Fire Protection Equipment
 - a. Monthly fire extinguishers checks should be performed by a trained individual to ensure fire extinguishers are operational and within code.
 - b. Emergency directional and exit devices (e.g., exit signs, emergency lights, ADA assist equipment, alarm communicators, etc.) shall be inspected at least monthly for proper operation.
 12. Electrical Systems
 - a. Maintain a clearance of three feet around all electrical panels.
 - b. Electrical rooms shall not be used for general storage.
 13. Department will identify a safety officer that will establish and provide the following:

- a. At a minimum, semiannual, building inspections to identify fire, life safety, and building maintenance and potential safety concerns.
 - b. Provide an Emergency Action Plan to include emergency evacuation and disaster recovery, to be reviewed annually.
 - c. Maintain Safety Data Sheets (SDS) identification requirements.
14. Limit its occupancy and use of the Health Facility, except as otherwise provided for and allowed by this Agreement, to the area of the Health Facility floorplan indicated on the attached Exhibit A.
 15. The Department will inform the County of current building contacts to ensure adequate communications and provide updated contacts when changes arise.

3. **ADMINISTERING AGENCY**

The administering agency is the Department.

4. **COMPENSATION**

Parties agree that no compensation shall be paid under this agreement.

5. **PROPERTY**

The parties understand and agree that there will be no property acquired under this agreement.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

The County shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client, when the record is a client record, or the Department.

7. **FUNDS ACCOUNTABILITY**

The parties understand and agree that there will be no funds transferred under this agreement.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended. Up to date versions of both County and Department evidence of coverage shall be provided and kept on file and updated annually.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least one hundred twenty (120) days prior to the intended date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the County if the County becomes unable to perform the services contracted for, as determined by the Department or if, during the term of this Agreement, the County or any of its officers, employees or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the Department. THIS PROVISION IS NOT

EXCLUSIVE AND DOES NOT WAIVE THE PARTIE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTIES DEFAULT/BREACH OF THIS AGREEMENT.

10. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the County acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **September 31, 2031** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective. The Department shall have the continuing option to extend the term of this agreement in ten-year increments during the continued ownership and operation of the facility by the County.

12. NOTICES

Any notice required to be given to either party by this agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Department:
New Mexico of Health
P.O. Box 26110
1190 St. Francis Drive,
Santa Fe, NM 87502-6110

To the County:
Daniel Zamora, County Manager
Quay County
PO Box 1246,
Tucumcari, NM 88401
daniel.zamora@quaycounty-nm.gov

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

NEW MEXICO DEPARTMENT OF HEALTH

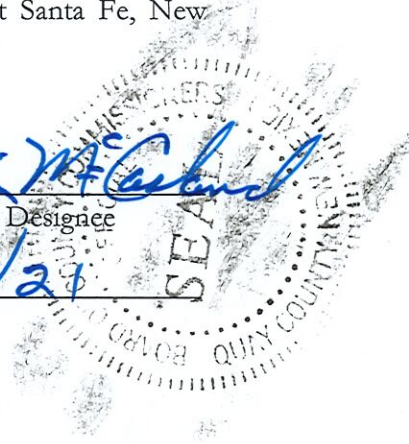
QUAY COUNTY

By: _____
Authorized Signature Designee

By: *Franklin W. Cabral*
Authorized Signature Designee

Date: _____

Date: *10/25/21*



Certified for Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: _____
General Counsel Quay County

Date: _____

Date: _____

Review for Program Sufficiency:

By: _____
Department of Health Public Health Division Director

Date: _____

By: _____
Department of Health Office of Facilities Management

Date: _____

Exhibit A

Quay Co. Public Health Office: 310 South Second Street- Tucumcari, NM 88045

