



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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 10, 2018

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 24, 2018

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. **Aric Costa, NMDA Wildlife Specialist**
 - Request Approval of NMDA Work and Financial Plan
- II. **Russell Shafer, Quay County Sheriff**
 - Presentation of Sheriff's Report
- III. **T.J. Rich, QCDC Administrator**
 - Request Approval of a Bernalillo County Cost of Care Agreement
 - Request Approval of a Capital Appropriation - QCDC
- IV. **Franklin McCasland, Quay County Commission Chairman**
 - Request Approval of NM Counties 2019 Legislative Priorities



DOC #CM-00449

09/24/2018 03:30 PM Doc Type: COCOM

Fee (No Fieldtag Finance Total Fees found)

Pages 44
Quay County, NM Ellen White - County Clerk, County Cle



V. Richard Primrose, Quay County Manager

- Request Approval of **FY2018-2019 Resolution No. 8 – Termination of a Franchise Agreement**
- Request Approval of **Bard-Endee FY19 Fire Protection Grant**
- Request Approval of **Porter FY19 Fire Protection Grant**
- Request Approval of **Fire #1 FY19 Fire Protection Grant**
- **Road Update**
- Discussion of **Tucumcari Rawhide Days Use Agreement**
- **Correspondence**

VI. Request Approval of Accounts Payable

VII. Janie Hoffman,

- Request Approval of **2018 Property Tax Rates**

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

IX. 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**

X. 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

September 10, 2018

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 10th day of September, 2018 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
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Gail Houser, Tucumcari Mainstreet Director
Daniel Estrada, Quay County Maintenance Supervisor
Vic Baum, Quay County Assessor
Janie Hoffman, Quay County Chief Deputy Assessor
T.J. Riddle, Rawhide Days Representative
Aric Costa, NMDA Wildlife Specialist
T.J. Rich, Quay County Detention Center Administrator
Russell Shafer, Quay County Sheriff
Cheryl Simpson, Quay County Manager's Office
Ron Warnick, Quay County Sun

Chairman Franklin McCasland called the meeting to order. Daniel Estrada led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the minutes from the August 24, 2018 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye"

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS:

Gail Houser, Tucumcari Mainstreet Director, presented posters for the Fired-Up Event to be held on Saturday, September 29. Houser mentioned some of the attractions that will be offered this year and thanked Quay County for their on-going financial support of the event.

Houser stated the new Quay County Webpage design is very user friendly and a great tool to the citizens.

T.J. Riddle asked if she would be allowed to comment during discussion of the Facility Use Agreement that is on the Agenda today. Chairman McCasland said she would be included.

County Manager, Richard Primrose recognized Daniel Estrada, Quay County Maintenance Supervisor, for his excellent service to the success of the Quay County Fair, year after year. Estrada was awarded a Certificate of Appreciation and a gift as a small token of the County's gratitude. The Commissioners all echoed Primrose's praise for Estrada's work.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Aric Costa, NMDA Wildlife Specialist requested approval of the NMDA Work and Financial Plan for this fiscal year. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Plan as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye", and McCasland voting "aye". A copy is attached to these minutes.

Costa informed the Board he has been active throughout the Eastern portion of the State conducting trainings and seminars. Costa stated he is actively pursuing use of the helicopter and airplane for eradication efforts in Quay County. Costa mentioned he has not had any calls recently for hog control. Commissioner Dowell stated the coyote problems in Quay County are currently the main issue for her and constituents. Costa stated he had recently held a workshop with area airports for Wildlife Control. Commissioner Dowell asked if the Tucumcari Airport was included in that workshop and Costa said they did not attend. Dowell asked Costa to reach out to them about future trainings.

T.J. Rich, Quay County Detention Center presented the following items for approval:

1. Cost of Care Agreement between Quay County and Bernalillo County for juvenile prisoner care at the cost of \$165.00 per day. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agreement. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.
2. Quay County Detention Center Capital Appropriation Project Agreement in the amount of \$225,000.00 for improvements at the Detention Center. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached.

Quay County Sheriff, Russell Shafer, presented the monthly report for August. Shafer said Christopher Valdez is a newly hired Deputy and is on duty.

Chairman Franklin McCasland presented the NM Counties 2019 Legislative Priorities for approval. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Priorities. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the Priorities are attached to these minutes.

Richard Primrose, Quay County Manager presented the following items for approval:

1. FY 2018-2019 Resolution No. 8; Terminating a Franchise Agreement between Quay County and Comcast Cable Company. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Resolution. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of Resolution No. 8 is attached to these minutes.
2. FY 19 Applications for Fire Protection Grants for the Bard-Endee Fire Department, Porter Fire Department and Rural One Fire Department. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Applications. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Commissioner Dowell asked if the other Departments would also be submitting applications. Primrose replied that Donald Adams has encouraged them all to do so.

Primrose gave the following Road Report in the absence of Larry Moore, Road Superintendent.

1. Blade Reports were distributed.
2. Primrose, along with Quay County CDBG Coordinator, Darla Munsell, attended the Grant Presentation Meeting on September 5 in Albuquerque. It was noted that 24 applications were submitted and results will be announced on September 19.
3. Quay Road AI has been milled and is ready for the chip seal to be applied. Application of chips should begin Thursday. The road will remain closed until the project is complete.

Primrose requested discussion of the Tucumcari Rawhide Days Use Agreement. Primrose stated the Agreement has been drafted by an Attorney and asked for additional input or concerns.

Chairman McCasland said he believes this is adequate from entities wanting to have the rental fees waived at the facility. McCasland stated after the last Rawhide event, the facility suffered costly damages and had no recourse to recover funds to make repairs.

Primrose agreed saying the direction he was given was to establish an Agreement for waiving fees and to establish guidelines, provide for deposits, insurance and security, when fees are waived.

Commissioner Dowell said she expected to see a template for any organization that wanted to use the facility and waive fees. Dowell expressed concern over the following items:

- The Agreement is not standardized for any entity wanting the facility with waiver of the rental fee. Primrose replied, all entities that might want the facility without fees aren't the same and most do not want use of every portion of the grounds. Primrose said one

contract for waiving fees won't fit all, the same as one for paying fees won't either, depending on the event and what area needs rented.

- The deposit of \$1,000.00 seems extreme and asked if all groups would be required to have the same deposit. Primrose replied the deposit for all the portions of the fairgrounds being requested for use by Rawhide Days totals \$1,700.00. Primrose stated this is a discounted amount of what is already set as deposits for use.
- Under consumption of alcohol prohibited, it refers to a picnic license. Dowell asked what areas would be involved in such a license, as the area has posted signs indicating all alcohol consumption is prohibited. Primrose replied picnic license are specific to an area where alcohol can be purchased and consumed and the area is designated in an agreement with the vendor providing such a license. Primrose stated this is also where security would be involved on behalf of the Rawhide presenters as well as the vendor providing the alcohol.
- Dowell questioned the stern language stating that if consumption of alcohol evidence is found outside the designated area, all deposits shall be forfeited. Dowell asked if that will be enforced. T.J. Riddle asked how they will prevent people from leaving the approved area. Primrose noted again, Security will have to be provided to prevent that from happening. Primrose stated that is part of a picnic license agreement with a vendor. Dowell said this rule will have to be consistent and if a rule is made, everyone should make every effort to enforce it uniformly for all renters.
- A portion of the Agreement discusses flammable materials and asked if this would affect the cook-off. It was noted, this portion refers to decorations.

Chairman McCasland said one of the major and ongoing repairs from last year's event was a hole dug through the asphalt for a cooking pit that still requires costly maintenance. McCasland stated the \$1,000.00 deposit would not have come close to repairing that. McCasland stated Primrose was asked to have a rental agreement developed for this event due to the use of the entire facility and the group asking for all fees to be waived. The County already has a rental agreement with facility use fees, which include duties provided for by the County Maintenance. People renting the facility pay deposits, if there are damages, the fees are forfeited. When the County waives fees, and doesn't require damage deposits, there is no recourse. McCasland is satisfied with the document.

T.J. Riddle believes the deposit is standard and a good reminder of the responsibility the group has to make sure the facility is used and maintained properly, while in their possession.

Commissioner Dowell said she wants to make sure consumers that want to use the facility believe the County is user friendly and we want their business and events there. Any business that wants to promote our area and generate revenue in the County need to feel welcome and not feel like we are being resistant to their events.

Primrose stated he would have the draft submitted in a final format, with corrections to both the Commissioners and T.J. Riddle for review prior to approving at an upcoming Commission Meeting.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending September 6, 2018. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Janie Hoffman, Quay County Chief Deputy Assessor presented the 2018 Property Tax Rates as provided by the NM Department of Finance. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Rates as submitted. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

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

Chairman McCasland asked Ellen White, County Clerk if she had any idea of the status of the lawsuit regarding straight party voting for the 2018 General Election. White replied the Supreme Court will hear the case on Wednesday, September 12 at 1:30 p.m. They are expected to rule from the Bench that afternoon and White will let everyone know the results.

Chairman McCasland called for a break. Time noted 10:30 a.m.

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

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 10:40 a.m.

-----EXECUTIVE SESSION-----

Return to regular session. Time noted 11:10 a.m.

A MOTION was made by Mike Cherry, SECONDED by Chairman McCasland stating only Threatened or Pending Litigation was discussed during Executive Session. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

NO ACTION TAKEN FOLLOWING EXECUTIVE SESSION.

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:15 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

Franklin McCasland
Franklin McCasland

Sue Dowell
Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:

Ellen L. White
Ellen L. White, County Clerk



WORK AND FINANCIAL PLAN
between
QUAY COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2018 through June 30, 2019

Pursuant to Cooperative Service Agreement No. 14-73-35-2385-RA between the County of Quay and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2018 through June 30, 2019.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage

is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist(s) for 12 staff-months averaging 40 hours per week distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCURMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

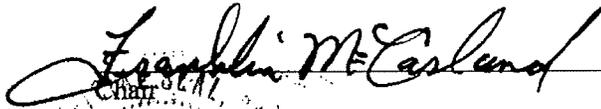
Agreement Number: 18-73-35-2385-RA
WBS: AP.RA.RX35.73.0989

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

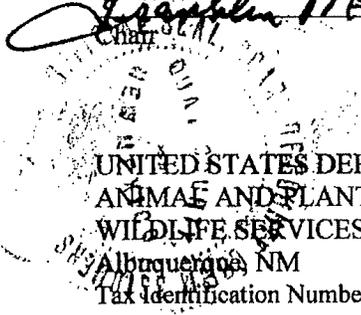
Agreement Number: 18-73-35-2385-RA
WBS: AP.RA.RX35.73.0989

QUAY COUNTY BOARD OF COMISSIONERS
Tax Identification Number: 85-6000238



Chair

9-10-2018
Date


UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Director, Western Region

Date

August 31, 2018

Quay County Sheriff's Office monthly report.

Calls for Service

| Month Reported | Count |
|----------------|-------|
| January | 87 |
| February | 76 |
| March | 120 |
| April | 109 |
| May | 116 |
| June | 101 |
| July | 97 |
| August | 109 |
| September | |
| October | |
| November | |
| December | |

Civil Process

| Month Received | Count |
|----------------|-------|
| January | 72 |
| February | 63 |
| March | 81 |
| April | 71 |
| May | 35 |
| June | 48 |
| July | 64 |
| August | 99 |
| September | |
| October | |
| November | |
| December | |

Prisoner Transports

| Month Reported | Count |
|----------------|-------|
| January | 11 |
| February | 15 |
| March | 15 |
| April | 6 |
| May | 16 |
| June | 10 |
| July | 11 |
| August | 11 |
| September | |
| October | |
| November | |
| December | |

Arrest

| Month Arrested | Count |
|----------------|-------|
| January | 19 |
| February | 8 |
| March | 4 |
| April | 12 |
| May | 15 |
| June | 13 |
| July | 9 |
| August | 13 |
| September | |
| October | |
| November | |
| December | |

Citations

| Month Issued | Count |
|--------------|-------|
| January | 17 |
| February | 8 |
| March | 13 |
| April | 71 |
| May | 12 |
| June | 21 |
| July | 6 |
| August | 14 |
| September | |
| October | |
| November | |
| December | |

Traffic Stops

| Month Occurred | Count |
|----------------|-------|
| January | 63 |
| February | 31 |
| March | 56 |
| April | 109 |
| May | 53 |
| June | 47 |
| July | 22 |
| August | 38 |
| September | |
| October | |
| November | |
| December | |

| | Deputy | Year | UNIT# | Total Mileage |
|---|--------|------|-------|---------------|
| Seven full time Law Enforcement Deputies. | Q-1 | 16 | 6749 | 97835 |
| 1 Sheriff | Q-2 | 18 | 7016 | 17532 |
| 1 Under Sheriff | Q-3 | 16 | 7213 | 36318 |
| 5 Deputies | Q-4 | 15 | 7997 | 16491 |
| | Q-5 | 15 | 9874 | 18978 |
| | Q-6 | 14 | 0262 | 59789 |
| | Q-7 | 10 | 8905 | 90175 |

Russell Shafer, Sheriff

COST OF CARE AGREEMENT

This Cost of Care Agreement ("Agreement") is made and entered into this _____ day of _____ 2018, by and between the County of Bernalillo, New Mexico, a political subdivision of the State of New Mexico (hereinafter "County"), and the County of Quay, a political subdivision of the State of New Mexico (hereinafter "Contractor").

WHEREAS, the County owns and operates the Bernalillo County Youth Services Center (hereinafter "Facility") to house juvenile offenders; and

WHEREAS, the Contractor has a need to secure a confinement area for juveniles arrested and/or detained pursuant to lawful process (hereinafter "Detainees"); and

WHEREAS, state law provides that a local, state, federal or tribal entity may contribute a reasonable amount to a county to defray the cost of maintaining said detainees;

NOW THEREFORE, be it mutually resolved and agreed to by and between the County and Contractor that:

1. Upon request from the Contractor to house its Detainees, the County may provide bed space in its Facility, space permitting and as determined in the sole discretion of the Facility Director.
2. A "Detainee" for purposes of this Agreement is defined as a person under the age of eighteen under the purview of the children's court who is arrested or detained under process of law to secure detention by a court or official of competent jurisdiction and whose primary residence is located within the geographical boundaries of the Contractor.
3. In consideration for housing said Detainees, Contractor shall pay the County the sum of One-Hundred and Sixty-Five (\$165.00) dollars per Detainee housed at the Facility per day or any fraction thereof. A day is defined as anytime from 12:01 a.m. to 12:00 a.m.
4. Contactor authorizes the County or its designee to submit billings to all applicable third party payors, including but not limited to Medicaid, and to collect and retain all payments resulting from such billings for any and all medical, mental health and dental care and pharmaceuticals provided to each Detainee while housed at the Facility. In addition to the amount set forth in paragraph 3 above, Contractor shall also reimburse the County for all necessary medical, mental health, dental and/or pharmaceutical expenses incurred by, or on behalf of, each Detainee, arising out of injuries, illnesses or other medical, mental health or dental conditions of, or to, each Detainee that is not covered or reimbursed by any third party payor.
5. Contractor shall be responsible for any and all required transportation of each Detainee.
6. All amounts due from Contractor shall be paid by the Contractor to the County within thirty (30) calendar days of the date of billing. Any amount(s) not paid within forty-five (45) calendar days of the date of billing shall be subject to interest at the rate of one and one-half percent (1 &

1/2%) per month for all unpaid balance(s). Any bill remaining unpaid for two (2) months may result, as determined in the sole discretion of the Facility Director, in the County returning Detainee(s) to the Contractor.

7. It is mutually agreed that the Facility Director or the Director's designee retains the right to refuse to accept or to continue to house any Detainee(s) for any reason(s) as determined in the sole discretion of the Facility Director or designee.

8. It is also mutually agreed that except for Bernalillo County and Sandoval County Detainee(s), the Facility shall not give preference to any particular arresting agency or County in booking and housing any Detainee if space at the Facility becomes limited. All Detainee(s) shall be accepted on a first-booked, first-incarcerated basis so long as the needs of Bernalillo County and Sandoval County are first anticipated and met.

9. In the event that either party is in violation of any term of this Agreement, that party shall be served notice and have thirty (30) days in which to cure or remedy the defect. Failure to cure or remedy the defect shall give the non-offending party the right to terminate this Agreement immediately on notice. Notice is hereby deemed to have been given (a) if written notice is hand-delivered to the other party at their respective office then termination is effective immediately upon receipt at said office; or (b) if the written notice is mailed by certified mail, return receipt requested, then termination is effective three (3) working days after the post office mark of mailing.

10. This Agreement may be terminated by either party, with or without cause, by providing written notice to the other party at least (30) calendar days prior to the effective date of termination. Termination pursuant to this paragraph by either party shall be considered final with no remedy or appeal.

11. Any termination pursuant to paragraphs 9 or 10 shall not affect or abrogate any responsibility of either party up to the effective date of termination.

12. It is agreed that the Bernalillo County Commissioners, the Bernalillo County Manager or the Facility's Director shall have complete and total authority over the administration, security, health safety and well-being of all residents housed at the Facility.

13. The Contractor agrees to instruct its law enforcement officers and Juvenile Probation Officers to continue to assist with the booking and lock-up processing of Contractor's detainees, including but not limited to fingerprinting, mug shots, and necessary reports, if requested by the Facility Director or his designee.

14. The Facility agrees that the release of Detainee(s) shall be made only pursuant to an order of a court of competent jurisdiction, or by appropriate order of an authorized Juvenile Probation Officer.

15. The Contractor and County agree that in the event of any incident at the Facility involving a Detainee(s) of Contractor, which incident requires an outside investigation, such incident shall be

referred to the New Mexico State Police or Local Municipal Law Enforcement Authority for investigation and a report made to both the Contractor and County.

16. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of this Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 et seq., as amended.

17. This Agreement shall not be altered, changed or amended except by written instrument executed and approved by both parties.

18. The Contractor agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

19. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

20. This Agreement shall be governed by and construed and enforced in accordance with the Laws of the State of New Mexico.

21. This Agreement shall not become effective or binding until executed by both parties.

APPROVED:

COUNTY OF BERNALILLO:

Bernalillo County Legal Date

By: Julie Morgas Baca Date
County Manager

APPROVED:

Quay COUNTY:

County Attorney Date

Phillip D. Pine 9/16/18
By: Date
County Manager

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 10th day of September, 2018, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the Quay County, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2018, Chapter 80, Section 26, Para. 136, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

18-C2540 \$225,000.00 Appropriation Reversion Date: 30-JUN-22
Laws of 2018, Chapter 80, Section 26, Paragraph 136, Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to plan, design, renovate, construct and equip improvements to the county detention center in Tucumcari in Quay county.

The Grantee's total reimbursements shall not exceed Two Hundred Twenty-Five Thousand Dollars **(\$225,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁽¹⁾, if applicable, Two Thousand Two Hundred Fifty Dollars **(\$2,250.00)**, which equals Two Hundred Twenty-Two Thousand Seven Hundred Fifty Dollars **(\$222,750.00)** (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse⁽²⁾ Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
 - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Quay County
 Name: Richard Primrose
 Title: County Manager
 Address: P.O. Box 1246, Tucumcari, NM 88401
 Email: richard.primrose@quaycounty-nm.gov
 Telephone: 575-461-2112

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: Quay County
 Name: Cheryl Simpson
 Title: Finance Director
 Address: P.O. Box 1246, Tucumcari, NM, 88401
 Email: cheryl.simpson@quaycounty-nm.gov
 Telephone: 575-461-6208

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Donna J Stewart
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: DonnaJ.Stewart@state.nm.us
Telephone: 505-827-4972

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Quay County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Quay County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Quay County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Quay County** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Quay County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Quay County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

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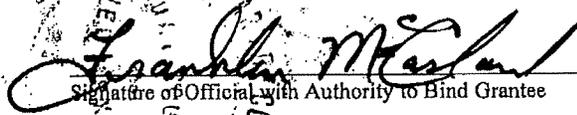
IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

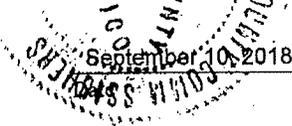
GRANTEE

Quay County
Entity Name

By: Franklin McCasland
(Type or Print Name)

Commission Chair
(Type or Print Title)


Signature of Official with Authority to Bind Grantee



**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

Signature

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
- B. Grant Amount: _____
- C. AIPP Amount (If Applicable): _____
- D. Funds Requested to Date: _____
- E. Amount Requested this Payment: _____
- F. Reversion Amount (If Applicable): _____
- G. Grant Balance: _____
- H. GF GOB STB (attach wire if first draw)
- I. Final Request for Payment (If Applicable)

III. Fiscal Year : _____ **2019** _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance 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, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date



2019 Legislative Priorities

FOR THE 54th LEGISLATIVE SESSION

On August 2, 2018, the New Mexico Counties (NMC) Board of Directors approved five legislative priorities for consideration by the New Mexico Legislature at its 2019 legislative session. NMC requests that each Board of County Commission support the following five NMC 2019 legislative priorities as a demonstration of a strong united front in the state legislature.

HB 2 Appropriations

Detention Reimbursement Fund

Restore funding for the County Detention Facilities Reimbursement Act to the original appropriation level of \$5 million.

Prisoner Transport and Extradition

Create a line item in the DFA budget for \$750,000 to reimburse sheriff's offices that provide transportation of state prisoners. Statute 4-44-18C NMSA authorizes the state to make such payment. Counties should not be responsible to pay for state prisoner extradition.

EMS Funding

Appropriate \$5 million dollars annually to the Emergency Medical Services Fund in the Department of Health budget and identify a designated revenue mechanism to provide continuous fund growth and stability.

Behavioral Health

Require the New Mexico Human Services Department to ensure the provision of comprehensive services to nonviolent adult and juvenile offenders, housed with the department of corrections or in a county detention center, who have a serious mental illness including co-occurring substance use disorders. Services shall include targeted, individualized interventions that address those persons' behavioral health needs while they are incarcerated and connect them to resources and services immediately upon release that reduce the likelihood of recidivism, detention, and incarceration, such as supportive housing, public assistance, medical assistance, behavioral health treatment, and employment training.

Tax Reform

NMC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. NMC strongly believes that counties must participate in all efforts to restructure and reform the state and local tax system. NMC also opposes legislation that has a significant negative impact on county revenue.

Fire Protection Fund

Remove the State Fire Marshal's Office and Fire Protection Fund from the New Mexico Public Regulation Commission with the goal of improving public safety services through increased advocacy and communication with fire services statewide.

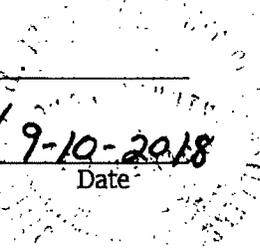
Forfeiture Act Reform

Address unintended consequences of the 2015 amendments to the New Mexico Forfeiture Act by fixing the confusion around abandoned property, providing for reimbursement to local law enforcement agencies for the costs of storage and disposal of seized property, and extending due process protections to local DWI vehicle seizures. This legislation will not include the limited equitable sharing provisions contained in the 2017 and 2018 bills.

County

QUAY
Franklin McCarlen
County Commission Chair

Date



Please send a signed copy of the NMC 2019 legislative priorities to Aelysea Webb, awebb@nmcounties.org.



QUAY COUNTY GOVERNMENT
FISCAL YEAR 2018-2019
RESOLUTION NO. 8

A RESOLUTION TERMINATING A FRANCHISE AGREEMENT

WHEREAS, the County has granted Comcast a non-exclusive, ten-year franchise (the "Franchise") effective February 4, 2013; and

WHEREAS, the Franchise authorizes Comcast to construct, operate and maintain a cable television system (the "Cable System"); and

WHEREAS, Comcast has met the terms and conditions of the Franchise, and there are no outstanding Franchise violations; and

WHEREAS, Comcast and Plateau Telecommunications, Incorporated (hereinafter, "Plateau") have entered into a purchase agreement under which the Cable System will be transferred to Plateau; and

WHEREAS, the County has advised Plateau that it does not want to administer the current Franchise once the transfer is complete, and desires to terminate the Franchise;

Now Therefore, Be it Resolved and Ordered:

Section 1

The Franchise is hereby terminated effective upon the closing of the transfer of the Cable System to Plateau (the "Closing Date").

Section 2

Until the Closing Date, the Franchise shall remain in full force and effect.

Section 3

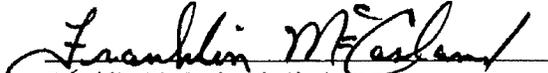
Any County approvals necessary to give effect to the transfer of the Cable System from Comcast to Plateau are hereby granted.

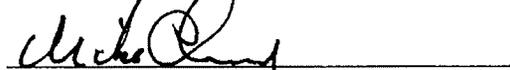
Section 4

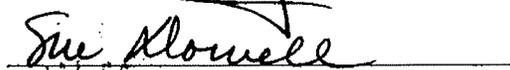
Neither party waives any other right which it enjoys under law as a result of agreeing to this transfer approval and Franchise termination.

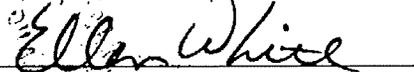
PASSED, APPROVED AND ADOPTED by the governing body at its meeting of September 10, 2018.

QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Mike Cherry, Member


Sue Dowell, Member

Attest: 
Ellen White, County Clerk

Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC

By: _____
Richard C. Jennings
Senior Vice President

APPLICATION FOR FY19 FIRE PROTECTION GRANT
Applications will be accepted from July 20, 2018 to September 20, 2018

Eligibility

All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to participate in the fire protection grant process.

Only one grant application per department may be submitted.

Note: Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award and Matching Funds

The maximum amount awarded to a single applicant will not exceed \$100,000.00 with a **minimum matching funds commitment from the department of 10%**. Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with proper approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The fire chief and the fiscal agent for the local government shall sign the application. In addition, the fiscal agent shall sign the Fiscal Agent Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the 10% matching funds. Applications submitted without both signatures will not be considered.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants shall be in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of July 2015 to June 2016 at the time the application period closes will not be considered.

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the New Mexico Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps and documented in a Pump Test Data Log and verified by a signed and notarized affidavit.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- A Pump Test Data Log (attached) must be completed and uploaded with the application. The electronic Excel Spreadsheet is available on the Grant website.
- An Affidavit of Completed Annual Pump Tests (attached) signed by the Fire Chief and notarized verifying that three years of pump test records exist for each apparatus with a rated fire pump and are on file with the department must be uploaded with the application. A pdf file of the Affidavit is available on the Grant website.

ADDITIONAL INFORMATION

All of the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.

The department may request funding for apparatus, PPE, communication equipment or another justified critical need. All apparatus must meet NFPA Standards. Equipment/apparatus specifications are subject to review by the Fire Marshal's Office. The department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant. NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Never before received a NM Fire Protection Grant

Category B

- 1) NFIRS Compliant. NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)

Department Name: Porter County: Quay ISO Rating: 9

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Each certified fire department shall complete the reporting requirement by the 10th day of each month following the month for which the report is prepared. (e.g., the report of January is due by February 10th)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need
- 4) Previous recipient

Category D

- 1) Non-compliant (will not be considered for a grant)

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Maintenance, training, water
- Need that will clearly will have significant impact on ISO Classification

| ACKNOWLEDGEMENT/SIGNATURES | | |
|---|---|------------------------|
| Name of Department/District: Porter | County: Quay | |
| Name of Fire Chief (please print) Austin Gibson | Signature of Fire Chief | Date |
| Name/Title of County/Municipal Fiscal Agent (please print) <i>Richard D Pairrose Manager</i> | Signature of Fiscal Agent <i>Paul A. Reine</i> | Date <i>9/14/18</i> |
| Mailed, Emailed, or Faxed applications <u>will not</u> be accepted. | | |

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

**Please answer all questions in this application.
Incomplete applications will not be considered.**

Department Name: Porter County: Quay ISO Rating: 9

GENERAL INFORMATION

| | |
|--|---|
| Fire Department ID Number (using NFIRS identifier) | 37059 |
| Fire Department Name | Porter |
| Insurance Services Office (ISO) Rating | 9 |
| County | Quay Rural |
| What kind of organization is your fire department? | Volunteer |
| How many stations are in your organization? | |
| Main | 1 |
| Substations | 0 |
| Admin | 0 |
| Type of community your organization serves Based on population density | Rural |
| Mailing Address | |
| Address | PO Box 91 |
| City | San Jon |
| State | NM |
| Zip Code | 88434 |
| Phone number | (575) 403-5081 |
| Email address | austingibson199008@yahoo.com |
| Name of Person Completing this application? | Austin Gibson |
| Are you a fire department member? | Yes |
| How many career fire fighters do you have? | 0 |
| How many volunteer firefighters do you have? | 12 |
| If combined, how many uniformed full-time career fire fighters are at the station at all times? | 0 |
| How many are FF-I Certified? | 1 |
| How many are FF-II Certified? | 0 |
| Do your newly recruited Fire Fighters undergo an entry-level physical and receive immunizations? Describe | no only new members have moved from other departments or are over the age of 65 |

BUDGET INFORMATION

| | |
|--|--|
| What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars) | \$24,562.32 |
| What is the current Protection Fire Fund distribution? | \$54,137.00 |
| What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department? | \$18,256.68 |
| What was the purpose of the approval carryover? | Equipment Nozzles And Upgraded Out Dated Equipment |
| What percentage of your annual operating budget is derived from: | |
| Taxes? | 0% |
| Grants? | 0% |
| State Fire Marshal Funds? | 0% |
| Donations? | 0% |

Department Name: Porter County: Quay ISO Rating: 9

| | |
|-------------------------------|----|
| Others? | 0% |
| Please Explain (For 'Others') | 0 |

COMMUNITY INFORMATION

| | |
|---|--|
| Name of Community Protected? porter | Number of commercial buildings protected in fire district? 0 |
| Number of homes protected in fire district? 30 | What is the permanent resident population of the community you serve? 30 |
| Do you have formal automatic aid or mutual aid agreements?: Yes | |
| List adjacent automatic aid fire districts (with written agreements) | |

RESPONSE HISTORY IN THE LAST YEAR

| | | | | |
|--|--|---------------------------------------|--|---|
| What is your call volume for the past year? (from last year July 1st to this year June 30th) | 13 | | | |
| How many responses per category? | | | | |
| Structure Fire (IT 110-118, 120-123) 1 | Hazardous Condition (IT 400-482) 0 | Vehicle Fire (IT 130-138) 2 | Service Calls (IT 500-571) 0 | Vegetation Fire (IT 140-143) 10 |
| Good Intent Calls (IT 600-671) 0 | EMS (IT 300-323) 0 | False Calls (700-751) 0 | Rescue (IT 331-381) 0 | Other 0 |
| Call Volume/History Support request? | | | | |

WATER AVAILABILITY

| Community hydrant system ? No | Total capacity of available water storage(in gallons) 17,000.00 | Water storage tank with fire hydrant @ station No |
|---|---|---|
| Describe additional water source(s): | | |
| S.No | Source | Capacity(in gallons) |
| 1 | - | - |

TRAINING

| | |
|--|---------------------|
| Average # of training hours per Firefighter per year : 10 | |
| How many training opportunities has this department offered in the last calendar year? | |
| Training Details | Supporting Document |
| - | - |

APPARATUS

| |
|--|
| List class A pumper(s) |
| Are pump test conducted annually on apparatus? Yes |
| Total number of seated positions : 3 |

Explain if not tested properly:

none to be had all tested good.

COMMUNICATION EQUIPMENT

Do you have any of the following?

| | |
|---|-----|
| Handheld radios | 10 |
| Base Stations | 0 |
| Mobile radios | 6 |
| Do you have any apparatus without a mobile radio? | Yes |

List communication equipment by type

| Describe your communication equipment and capability (type, frequency range) (if more than zero) | How Many? |
|--|-----------|
| - | - |

Do you have interoperability with any of the following agencies?

| | |
|---|----|
| Law Enforcement | No |
| Emergency Medical | No |
| Other Fire Departments | No |
| Other (that could not be classified as above) | No |
| Describe (if 'yes' on others) | |
| Do you have any areas in your jurisdiction which are NOT covered by a repeater? | No |
| Describe (if yes for above) | |

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

| Hazard Type | Hazard Detail |
|-------------|---------------|
| - | - |

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

Are all PPE inspected annually per NFPA 1851?

Yes

1981 STANDARD COMPLIANT PPE

| Qty | Age (years) | Condition |
|-----|-------------|-----------|
|-----|-------------|-----------|

1987 STANDARD COMPLIANT PPE

| Qty | Age (years) | Condition |
|-----|-------------|-----------|
|-----|-------------|-----------|

2002 STANDARD COMPLIANT PPE

| Qty | Age (years) | Condition |
|-----|-------------|-----------|
| 4 | 8 | Good |

2007 STANDARD COMPLIANT PPE

| Qty | Age (years) | Condition |
|-----|-------------|-----------|
| 8 | 4 | Good |

Do you have your bottle filling capability? :

No

Do you have SCBA cylinder filling capability? :

No

Describe SCBA cylinder filling capability :

none have to fill with the bard-endeer fire department machine or send out to be filled.

Pressure :

Department Name: Porter County: Quay ISO Rating: 9

| 1981 STANDARD COMPLIANT SCBA | | |
|------------------------------|-------------|-----------|
| Qty | Age (years) | Condition |
| 1987 STANDARD COMPLIANT SCBA | | |
| Qty | Age (years) | Condition |
| 2002 STANDARD COMPLIANT SCBA | | |
| Qty | Age (years) | Condition |
| 2007 STANDARD COMPLIANT SCBA | | |
| Qty | Age (years) | Condition |
| 20 | 10 | Good |

EQUIPMENT NEEDS

List in priority order, and explain the equipment needs of your department and the total costs of fulfilling the needs.

| Priority Order | Priority Category Requesting From | Equipment Needed | Quantity | Total Cost of Equipment(\$) |
|----------------|-----------------------------------|------------------|----------|-----------------------------|
| 1 | General Fire Fighting Equipment | Appliances | 32 | \$50,000.00 |
| | | | | Total: \$50,000.00 |

What (specifically) will you purchase if awarded this grant?:
 looking to purchase new nozzles for all fire apparatus from 1 inch to 2.5 inch nozzles. looking to also purchase a blitz nozzles and holders. looking to also purchase large deck gun for tanker. looking to purchase a couple PPV fans. looking to purchase tool box for apparatus storage and gear.

Will fulfilling this need impact your organization's ISO rating?:
 Yes

Please explain:
 with our members getting older and our equipment being older is hard on our members. upgrading our nozzles with make jobs easier on members. the blitz will help fight fire when we are short handed until help comes. the deck gun will help with our hay bam and truck fires where large volume of water is needed.

GRANT FUNDING JUSTIFICATION

Financial Need: Give us a financial snapshot of your area. Tell us why you need assistance and describe your department/organization's current funding issues.

Our department is a very small department with a class 9 iso rating. money is tight most years for having loans on trucks and equipment need leaving not a hole lot of money for upgrading our equipment in a timely manner. lot of our time and small equipment is donated by local ranchers in the area for us helping to protect the land that they make a living on and protecting family in our area.

The grant would help us with our needs of upgrading our equipment in one time to be able to help the safety of our members and community the grant would help ease our money situations to be able to put fuel in our trucks and up keep on them and our station as well.

Request: Provide a brief description of what the request does, how the dollars will be, spent and explain the need.

Asking for 50,000 to update used and out dated equipment for fire fighting operations.
 looking to up date nozzles from one inch up to two and a half inch adjustable gallons per minute. (26,949.25)
 Also looking to up grade the PPV fans on our engine and our second engine. (6,323.90)
 Also looking to up grade our deck gun on our tanker. (3,608.952)
 Also looking to purchase some blitz fires to help our members on long fire scene.(4787.85)
 Also going to purchase storage boxes from more storage on our trucks (1000.00)

Problem: Provide a brief description of the problem your department/district is addressing with this grant application.

Out dated equipment that is putting members at risk for injury.
 New nozzles will help keep our member safe and updated.

Analysis of Benefits: Provide a brief description of how the department/district this performance will be improved and how this comparesto the proposed expenditure.

nozzles 1inch to 2.5 inch (26,949.25) our expectations for this is more for safety for members and to better our fire fighting efforts.

blitz fires (4,7887.85) for bettering our ability's when short staffed or long hours on fires such as hay fires etc.

PPV fans (6323.90) for safety for fire members and to better our efforts on structure fires

storage box (1000.00) to store our equipment out of the elements and to be able to take most care of the equipment.

Community and Your Organization's Relationship: Provide a description of your department/organization's role and relationship withinthe community and what impact this request will have.

Department Name: Porter County: Quay ISO Rating: 9

natural disasters

Consequences: Provide a brief description of consequences of not funding this grant request. If your department does not receive the requested grant, what will the department do?

the wear and tear on our equipment and has become a issue we are facing having to slowly replace our outdated and used equipment. if we can not do it as a hole it will take the department several years to replace and up grade our used equipment.

PROJECT BUDGET SHEET

| Priority Order # | Priority Category Requesting From | Equipment Needed | Quantity | Total Cost of Equipment(\$) |
|------------------|-----------------------------------|------------------|----------|-----------------------------|
| 1 | General Fire Fighting Equipment | Appliances | 32 | \$50,000.00 |
| | | | | Total: \$50,000.00 |

| | |
|--|-------------|
| Total amount | \$50,000.00 |
| Less matching amount (minimum 10% of the Total amount) | \$5,000.00 |
| SubTotal | \$45,000.00 |
| Grant amount requested (maximum request \$100,000.00) | \$45,000.00 |
| Department is responsible for the amount in excess of \$100,000.00 | \$0.00 |
| Total amount the Department is responsible for | \$5,000.00 |

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the _____ department, certify that a minimum of 10% in matching funds are committed to the project for which this application is submitted.

Name of County/Municipal Fiscal Agent (please print) Title

Signature of County/Municipal Fiscal Agent Date

BARD-ENDEE IS APPLYING FOR THE N.M. FIRE PROTECTION GRANT

We are asking for \$100,000.00 to buy a new class A pumper

New Class A Pumper with fully equipment is around \$ 450,000.00 to \$500,000.00

If Approve for a grant \$100,000.00

Monies on hand (less operating for 18-19/ \$51,743) \$180,000.00

Rest of 18-19 Monies \$89,205.00

Should be a year to be built could have this to put in also? \$50,000.00

We presently have Loans of \$22,236.00

We may need a loan for \$50,000.00 or more depending on truck price; they go up more every year.

2018 TAX RATES

| S.D.# | RESIDENTIAL | NON-RESIDENTIAL | S.D. NAME |
|---------------|-------------|-----------------|------------------------------------|
| 1.1 | .023948 | .030459 | TUCUMCARI-IN |
| 1.0 | .019917 | .022809 | TUCUMCARI-OUT |
| 19.1 | .020064 | .025869 | HOUSE-IN |
| 19.0 | .015755 | .018219 | HOUSE-OUT |
| 32.1 | .026882 | .028581 | LOGAN-IN |
| 32.0 | .019232 | .021662 | LOGAN-OUT |
| 34.1 | .023078 | .028175 | SAN JON-IN |
| 34.0 | .017960 | .020525 | SAN JON-OUT |
| 23/47 | .019679 | .022149 | GRADY |
| 33 | .019232 | .021662 | NARA VISA |
| 53 | .017008 | .019500 | FORREST |
| CATTLE | | .01000 | MESA TECH R .001824 NR .003000 |
| SHEEP & GOATS | | .01000 | ARCH HURLEY .005082 |
| DAIRY CATTLE | | .00500 | UTE LAKE RANCH PID #2 .003 & .0108 |
| EQUINE | | .007833 | |