

QUAY COUNTY GOVERNMENT

300 South Third Street

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**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
SEPTEMBER 14, 2020**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 24, 2020

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Jason Lamb, Quay County Extension Agricultural Agent**
 - Presentation of **Quarterly Report**
- II. C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Presentation of **Monthly RPHCA Reports**
- III. Janie Hoffman, Quay County Assessor**
 - Request Approval of **2020 Property Tax Rates**
- IV. Christopher Birch, QCDC Administrator**
 - Request Approval of **Lea County Housing Agreement**
- V. Lucas Bugg, Quay County Fire Marshall**
 - Request Approval of **Fire Protection Grant for Bard-Endee Fire, Forrest Fire, Rural 1 Fire and Porter Fire**
- VI. Daniel Zamora, Quay County Emergency Manager**
 - Request Approval of **State Homeland Security Grant (SHSG) Application**



DOC #CM-00495

09/30/2020 01:13 PM Doc Type: COCOM

Fee: (No FieldTag Finance Total Fees found)

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

Pages: 137



- VII. Cheryl Simpson, Quay County Finance Director**
- Request Approval of **FY 2020-2021 Resolution No. 3 - NMFA Planning Grant Agreement**
 - Request Approval of **FY 2020-2021 Resolution No. 4 – Adopting FY 2022-2026 Infrastructure Capital Improvements Plan (ICIP)**
- VIII. Larry Moore, Quay County Road Superintendent**
- **Road Update**
- IX. Richard Primrose, Quay County Manager**
- Request Approval of **Southwestern Public Service Franchise Agreement**
 - Request Approval of **JPA for Ute Reservoir Water Commission**
 - Request Approval of **CARES Act Funding**
 - **Correspondence**
- X. Request Approval of Accounts Payable**
- XI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- XII. 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**
- XIII. 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 14, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 14th day of September, 2020 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:

Janie Hoffman, Quay County Assessor
Daniel Zamora, Quay County Emergency Manager
Larry Moore, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshal
Cheryl Simpson, Quay County Finance Director
Darla Munsell, Quay County CBDG Administrator
Patsy Gresham, Quay County Treasurer
Warren Frost, Quay County Legal Counsel
Jason Lamb, NMSU, Quay County Ag Extension Agent
Johnny Reid, Quay County Detention Center, Asst. Administrator
C. Renee Hayoz, Presbyterian Medical Services, Administrator
Dennis Garcia, Quay County Under-Sheriff
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Johnny Reid led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 24, 2020 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: Quay County Clerk, Ellen White distributed a flyer with important General Election dates and information.

NEW BUSINESS:

Jason Lamb, NMSU Ag Extension Agent presented the quarterly activity report for the time period April-June, 2020. A copy of the report is attached. Lamb stated Quay County Manager, Richard Primrose assisted in conducting a survey with livestock producers regarding the current drought situation. It was noted that Quay County is not currently 100% drought stricken which will prevent federal funding. With the situation being fluid, the results of the survey, along with the possibility of a Resolution declaring Quay County in a drought will be discussed at the next meeting.

Renee Hayoz, Presbyterian Medical Services, Administrator presented the monthly RPHCA Report for August. A copy is attached. Hayoz informed the Board the clinic has received flu vaccinations. PMS will set a clinic up in the Courthouse for staff.

Janie Hoffman, Quay County Assessor requested approval of the 2020 Property Tax Rates, as set forth by NM Property Tax Division. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Tax Rates for 2020. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of the Tax Rates are attached to these minutes.

Quay County Detention Center Assistant Administrator, Johnny Reid, requested approval of an Agreement for Housing Inmates with Lea County. The cost of housing inmates in Lea County will be \$125 per day for adults and \$250 per day for juveniles. 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.

Reid reported that many Juvenile Detention Centers throughout the State have closed. Reid stated the costs for housing inmates at Centers that are open are on the rise. QCDC will continue to keep the Commissioners apprised of the situation.

Lucas Bugg, Quay County Fire Marshall, requested approval of the Fire Protection Grants for Bard-Endee Fire, Forrest Fire, Rural 1 Fire and Porter Fire. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Grant Applications. MOTION carried with Cherry voting "aye", Dowell voting "aye", and McCasland voting "aye". Copies of each Grant Application with the respective amounts and equipment sought are attached to these minutes.

Daniel Zamora, Quay County Emergency Manager, requested approval of FY 2020 Homeland Security Grant Application in the amount of \$50,000.00 for the purposes of Updating the Network to address Cyber Security for Quay County Government. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Application. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

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

1. FY2020-2021 Resolution No. 3; NMFA Planning Grant Agreement. The amount awarded is \$24,270.33 for the purpose of preliminary engineering for construction of a road on the south side of Ute Lake. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Resolution and Agreement. MOTION

carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy of all documentation is attached.

2. FY2020-2021 Resolution No. 4; Adopting the Infrastructure Capital Improvement Plan for Quay County. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Resolution. MOTION carried with Dowell voting “aye”, Cherry voting “aye” and McCasland voting “aye”. A copy is attached.

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

1. 2.6 miles of hauling is complete on Quay Road AZ. The crews will be finishing up that road this week. The total project was 4 miles.
2. Moore stated that no entities statewide have received CAP, School Bus or Co-Op project Agreements from the State.
3. A meeting has been set for September 22 with Stantec to discuss the design of the low water crossing (Bridge 1625 on Route 66). The alternatives for Bridge 1042 will also be discussed.
4. A product representative has viewed Quay Road 64 regarding the cracking on that roadway. The cost will be \$7,000.00 for those repairs.
5. Crews are continuing routine maintenance on roadways, culverts and cattle guards.
6. Blading Reports were distributed.

Commissioner Dowell asked if Tom Bruhn had been in contact with Larry Moore. It was confirmed he had.

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

1. Requested approval of the renewal Franchise Agreement with SW Public Service. Primrose stated this Agreement has been in place for decades and this particular one will extend the terms for a period of 25 years. This Agreement allows SW Public Service to use the right-of-way along county roads for utilities. 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. Presented the Joint Powers Agreement for the Ute Reservoir Water Commission. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the JPA. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached.
3. Requested approval of the CARES Act Funding. Primrose explained he submitted an application for the CARES Act Funding Grant. The awards were distributed with Quay County Government receiving \$152,550.00 and funding available for businesses in Quay County totaling \$372,750.00. Primrose reported he would be attending a webinar meeting on Wednesday to learn more about the application and reimbursement process. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the CARES Act Funding Agreement. MOTION carried with Cherry voting “aye”, Dowell voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

Primrose provided the following correspondence:

1. Mesa Soil & Water Conservation District will host a meeting via zoom on September 15th at 10:00 a.m.

2. Ute Water Commission will be meeting on September 24th.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending September 10, 2020. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

Commissioner Dowell thanked the individuals and businesses who supported the 4-H livestock sale during the Expo.

Chairman McCasland requested a five minute break. Time noted 10:00 a.m.

A MOTION was made by Mike Cherry, Seconded by Sue Dowell to go into Executive Session pursuant to Section 10-15-1(H) 7, pertaining to threatened or pending litigation. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Time noted 10:05 a.m.

---Executive Session---

Return to regular session. Time noted 11:05 a.m.

Chairman McCasland reported no action to be 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", Dowell voting "aye" and McCasland voting "aye". Time noted 11:10 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk





Quay County Extension Service

College of Agricultural, Consumer and Environmental Sciences

Quarterly Report – April – June 2020

Jason Lamb, Agriculture Agent, County Program Director
Susann Mikkelson, Family and Consumer Science Agent
Colette Mapes, Administrative Assistant
Joyce Runyan, Program Assistant

Beginning March 20th the Quay County Extension office was directed to work from home because of the COVID-19 outbreak. Many programs that were offered had to be cancelled. Employees were placed on a limited schedule and took turns covering the office with all employees working from home as much as possible on a regular 40 hour work week. All employees have adapted to offer many programs through social media and zoom formats including 4-H Club meetings, Fair Board meetings, a Statewide COVID-19 financial literacy program, 4-H food challenge, Cloverbud workshops, 4-H podcasts, 4-H leadership programs and the Egg to Chick program.

Home Economics

The FCS Agent planned and carried out a virtual workshop series, called “Financially Navigating the COVID-19 Outbreak” with assistance from Dr. Bryce Jorgensen from NMSU College of ACES. This was a 4-workshop series, once per week through the first four weeks in April, covering a variety of topics related to financial assistance, financial management, and identification of resources. The program had 163 live participants among the four sessions, 251 unique page views on the web page where the links are posted, and 927 engagements on facebook.

The FCS Agent planned and recorded a series of 4 brief exercise video clips for the Strong Seniors Stay Young exercise program, with the assistance of Mesalands Community College and Quay County Health Council. Links to the short clips were released once per week for 8 weeks directly to participants through texts and email, and posted on Facebook, giving the program participants tips and reminders for staying active and healthy during the pandemic restrictions. Approximately 10 participants signed up to receive the links by text or email, and the Facebook posts had 863 total views.

The Ag and FCS Agents from Colfax, Union, Harding and Quay Counties collaborated on a virtual Kitchen Creations class, which began May 13th. Class sessions were held weekly for four weeks. The Quay County FCS Agent provided the food demonstrations – demonstrating a diabetic-friendly recipe – for each the first class session and the fourth class session. Each demonstration was approximately 20 minutes in length. The class had 10 attendees per session, for a total of 40 from the four-county region. The FCS Agent assisted with the final virtual Kitchen Creation Diabetic Cooking School session on June 3, including providing the cooking demonstration for this class.

The FCS Agent was nominated by NMSU Cooperative Extension Leadership to present to the NM Legislative Finance Committee on the "Financially Navigating the COVID-19 Outbreak" Series. The presentation took place virtually through Zoom on May 13. The Agent provided a 6-minute presentation and fielded questions. There were approximately 10 people present for the meeting, including LFC staff and NMSU Extension staff and agents.

The FCS Agent assisted with a Produce Safety Alliance (PSA) Training on May 26 and 27. The training was offered by NM Department of Agriculture, Food Safety department and NMSU Southwest Border Food Protection and Emergency Preparedness Center. The FCS Agent presented Module 7 of the training. There were 7 participants and 5 additional trainers.

The FCS Agent joined a team of FCS Agents and NMSU staff and specialists to begin planning a new web site or page that directly links consumers to virtual resources, such as all the many virtual programs being offered around the state through County Extension Offices as a result of the pandemic restrictions for live participation. A committee will work with the FCS campus staff to develop a site that is easily accessible and contains links to information by topic.

The FCS Agent partnered with other FCS agents in New Mexico to offer a virtual workshop series: "The 12 Keys to Embracing Aging." Other Counties included Bernalillo, Santa Fe, Mora, Rio Arriba, Los Alamos, and Chaves Counties. Planning for the series began in early June, and the series kicked off on June 18th. The Quay County FCS Agent presented the "Eating Smart and Healthy" topic for this first session. The session had 38 live attendees, and 134 registered. Those that did not attend live were able to access the series later online.

The FCS Agent assisted with a Produce Safety Alliance (PSA) Training on June 29 and 30. The training was offered by NM Department of Agriculture, Food Safety department and NMSU Southwest Border Food Protection and Emergency Preparedness Center. The FCS Agent presented Module 2 of the training. There were 11 participants and 4 additional trainers.

Agriculture

Sustainable Agriculture

A county wide wheat production assessment was conducted to recommend wheat loss on dryland and irrigated wheat for the Farm Services Agency. Samples were taken randomly across the county, weighed, and calculated on the average yield data for Quay County. This year wheat losses were 16% below normal. This assessment assists producers in receiving compensation for their production losses during the previous growing season. The information was presented to the FSA County Committee for their recommendation on wheat loss for the year.

The agent completed and passed a train the trainer course for the New Mexico Beef Quality Assurance program. Which allows the agent to offer training to Quay county ranchers to become certified in BQA. The program teaches ranchers on the best practices to insure a quality beef product and certifies that they know BQA. Ranchers can utilize this training to market their beef.

A Cotton Boll Weevil infestation could devastate the US cotton industry. A Boll Weevil eradication program to monitor the Boll Weevil was set up earlier this year by the agent. Quay County has around 2000 acres of irrigated cotton this year and the on-going monitoring program must be in place for

producers to sale their cotton across state lines. Reports are sent to the Texas Boll Weevil Eradication program and Texas Department of Agriculture. Currently Quay County is Boll Weevil free.

Quay County 4-H Program

The FCS Agent began facilitating and leading a group of 4-H junior and senior youth from the 4-H Council in developing a podcast series. This project includes the nuts and bolts of podcasting – from creating the overall subject matter and particular topics and length of the series and of each podcast, to researching and determining which software to use and testing it, to producing, editing and publishing the series. This work was carried out over approximately four months. The 4-H Podcast Team and FCS Agent met virtually with Tomilee Turner from NMSU to get training and technical assistance on editing audio for the purpose of learning how to edit the podcast recordings for publishing. Russell Brazier from KQAY Radio station also assisted in teaching the Podcast Team on recording and editing.

The Quay County Cooperative Extension Service held a virtual 4-H Youth Leadership training series June 16, 18, 23 and 25, for two hours each evening, plus planning and prep time with 4-H Council members for 1 hour prior to each session. The training incorporated four main topics of leadership, public speaking, parliamentary procedure, record books, and time management. The trainings were developed with the agents and the 4-H officers. The FCS Agent assisted 4-H Council leaders with two of those training topics, and assisted with the overall management of all four Zoom sessions. The Program Assistant helped with planning, created flyers for Facebook, contacted club leaders and members with reminders, managed prizes/drawings and attended each session. Participants played games to help retain knowledge, learned how to use Zoom, connected with other 4-H members and won prizes for attendance. The series also provided another way for club members to meet their attendance requirements due to COVID-19 interference with regularly scheduled club meetings. Attendance varied by session, with a total of approximately had 48 people attend.

The Program Assistant hosted an interactive series that was based on the NM 4-H Food Challenge at the NMSF. The Assistant formatted all the contest information and added it on the Quay County website. A challenge was posted every week with three ingredients. Participants had until the end of the week to respond. The Program Assistant had hoped for more participation from 4-H members. This series reached 1238 people.

The Quay County Shooting sports instructors along with the Rex E. Kirksey Agricultural Science center and the agent have been working on a 4-H Shooting sports range to be constructed at the Agricultural Science center. New Mexico State University has approved 4-H building a shooting range which should make practice easier on leaders and 4-H members. Drawing of the plans have been discussed and safety for the surrounding businesses. Several construction companies have volunteered to assist with the dirt work.

4-H Trainings

The FCS Agent worked with an Ag Extension Agent from southwest New Mexico and state 4-H staff to update plan training for the Youth Getaway Counselors and Counselors in training. The Agent met with the other committee members in early April to determine the training agenda and activities.

4-H Fundraisers:

After the Program Assistant confirmed that Coca-Cola would still honor the fundraiser, PDF copies were sent to club leaders to distribute to club members and paper copies were available at the Extension Office to pick up. She posted sale information on Facebook several times to keep the public aware of the opportunity to support 4-H through this fundraiser. The sale will continue until July.

The Program Assistant met with the 4-H County Fair Concession Committee to discuss possible menu and pricing changes for the fair. At this time, we are still moving forward with the hope of having a regular fair without government restrictions; however, we are making adjustments if needed, to have this fundraiser. The Committee will wait until the Fair Board meets in July to make definite plans and/or adaptations to be in compliance with the current state health directives.

4-H School Enrichment

The Ag Agent and Program Assistant worked on the Egg to Chick Video program together. The Program Assistant recorded, edited, uploaded and captioned all videos. She also contacted the 3rd grade teachers in Quay County and coordinated sending video links, paperwork and other necessary information. The Ag. Agent presented the information on the video. Traditionally this series is presented in person to 3rd grade students in Quay County which is approximately 170 children. The 2 sessions posted on Facebook in May reached 444 people. The complete Egg to Chick video series reached 2857 people. The Program Assistant also worked with NMSU Specialists to add the series to the Quay County Extension website and a brand new Quay County playlist on the NMSU/ACES YouTube station.

4-H Cloverbud Programs

Mother's Day Packet: The Program Assistant made a special packet of craft items for Cloverbuds to pick up at the Extension Office. A video was produced to put on the QCES Facebook with instructions on how to make the craft package. All Cloverbuds were contacted to let them know when the packet was available at the Extension Office. There were 4 Cloverbuds that picked up packets. The total reached through the Facebook video was 199 people.

Cloverbud Craft: A weekly craft idea with short how-to video. A lot of time was spent preparing the craft material and working on the video to post on Facebook. Video production included planning filming segments, prefabrication of craft assembly, building the video from filmed segments, editing film segments, adding audio, adding/editing closed captions, uploading and posting on Facebook. Contacts made through this series for the month totaled 1635 people reached and included other states.

Coffee Filter Butterfly <https://www.facebook.com/NMSUQuayCES/videos/215171246416516/>
Bunny Craft
<https://www.facebook.com/NMSUQuayCES/videos/155935092412625/>
Painted Chicken
<https://www.facebook.com/NMSUQuayCES/videos/590786908200820/>

Egg Carton Chick

<https://www.facebook.com/NMSUQuayCES/videos/263182271522427/>

Father's Day Packet: The Program Assistant made a special packet of craft items for Cloverbuds to pick up at the Extension Office. A video was produced to put on the QCES Facebook with instructions on how to make the craft package. All Cloverbuds were contacted to let them know when the packet was available at the Extension Office. There were 7 Cloverbuds that picked up packets. The total reached through the Facebook video was 259 people.

<https://www.facebook.com/watch/?v=189643609091509>

4-H Club Treasurer Reports:

The Program Assistant reviewed the treasurer report files for each club and contacted club leaders about missing information. The 4-H State Office completes all state and federal filing to maintain club compliance. The Program Assistant is responsible to update all quarterly forms associated with Quay County 4-H Council and Clubs and submit them at the end of the fiscal year.

Community and Economic Development

The FCS Agent met with the director of the Mainstreet organization to discuss possible collaborative projects, including offering basic technical training to small businesses on how to use social media to enhance their business, particularly during the COVID-19 pandemic, when many small businesses must be closed to in-person customers. Other potential collaborations were also discussed.

The FCS Agent began assisting a local beginning farmer and small business entrepreneur in bidding with the local schools to sell produce to them through the Farm to School program within the NM Public Education Department. This included, eventually, assisting the producer with food safety plan requirements and training. As a result, this beginning farmer is now selling into Logan Schools, and also plans to sell to Tucumcari Public Schools.

Professional Development

The FCS Agent participated in a "Breaking the Silence: Interactive Interactions on Zoom" training on how to better engage participants in Zoom meeting/sessions, including using ice breakers and other games. Practices from this training have been employed in Quay County 4-H leadership trainings, and in other virtual meetings. This training was held on April 30th.

The FCS Agent participated in a training on "EDEN Special Webinar: Managing Work-Life Balance When Working from Home with No Child Care" offered through Purdue University on April 10th.

The FCS Agent continued to offer one-on-one and virtual assistance to 4-H youth for project completion as possible, while complying with the restrictions of the pandemic.

Administrative

The Covid-19 pandemic created a lot of uncertainty with all programs and the Quay County Fair. As the agent with 4-H livestock responsibilities and the County Director, the agent spent a lot of time answering questions, conducting surveys, and setting up programs and cancelling events. The Quay County Fair was a constant revolving situation. Many hours were spent organizing Covid-19 protocol attending directors meetings on Zoom and trainings.



Facebook

In an effort to keep connected to the community and 4-H families, the Program Assistant diligently worked putting posts and timely information on the QCES Facebook page. During this quarter she had a total of 27,802 people that were reached through her posts.

Total personal contacts by staff at the Quay County Extension Service for April – June 2020 was 5267. Social Media contacts was 36,663 for a total 41,930.

Follow Us On:

Webpage: <http://quayextension.nmsu.edu/>

FaceBook: <https://www.facebook.com/NMSUQuayCES>

**RPHCA Program
Monthly Level of Operations Form**

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	23169
Reporting Site: Quay County Family Health Center		Report Month/Year:	08/01/20
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters	326	
	By Provider Type:		
	Physician Encounters	7	
	Midlevel Practitioner Encounters	319	
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health	34	
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health	110	
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters	79	
Medicare Encounters	99		
100% Self Pay (non-discounted/non-3 rd party) Encounters	4		
Unduplicated Number of Users	Total # of unduplicated users	154	
	At or Below Poverty	88	
	Between Poverty and 200% of Poverty	55	
	Above 200% of Poverty	11	
Staffing Level	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians	0.05	
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
Clinical Support Staff	2		
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources	81,904	
	Sliding Fee Revenues - Medical	5,112	
	Sliding Fee Revenues - Dental	0	
	Medicaid Revenues - Medical	19,491	
	Medicaid Revenues - Dental	0	
	County Indigent Fund Revenues	0	
	Other 3 rd Party Revenues	4,674	
	Medicare Revenues	16,803	
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues	269	
	Contracts/Grants Revenues (including RPHCA)	35,555	
	Total Primary Care Expenditures	69,993	
	Total Primary Care Charges	98,059	
	Sliding Fee Discounts - Medical	9,166	
Sliding Fee Discounts - Dental	0		
Prepared by: C Renee Hayoz		9/4/2020	

Clinic/Program Name: Quay County Family Health Center
Month Reported: August 2020

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**

Telephonic Appointments have been in place for several months. We are offering these in addition to the Face to Face visits.

2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**

Summertime = low encounter numbers. No sports physicals being conducted for students returning to school due to the uncertainty of fall sports.

3. **Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**

Encounters are below the monthly goal. Drop in numbers could be due to no sports physicals.

4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**

MAI has been hired and has now completed her first week of employment with PMS.

5. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**

Behavioral Interventionist. HR is making strides in recruiting applicant.

6. **Were there any changes to the hours? Explain.**

No changes were made. Hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.

7. **What efforts did you make to collaborate with local and statewide entities?**

- Quay Co Commissioner Meeting
- Quay Co Emergency Manager Meeting via Zoom

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.**

Site continues to provide care at the Quay County Detention Center.

9. **Please describe the outreach activities your program and staff provided to the community during the month reported.**

None due to COVID restrictions.

10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.**

RHPCA FY21 Funding

Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.

Meeting was held on June 17, 2020

Welcome and Introductions

Regional Goals

- Behavioral Health
- Advisory Board Members Engagement

Clinic Update

- Telephonic Visits
- Video Visits coming soon
- Staffing Update
- Pediatric Postcards
- CDL Flyer
- COVID precautions by PMS

Home Visiting Update

- Enrollment Numbers
- Televisits
- Creative Ways of Family Support

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

QUAY COUNTY

TAX YEAR 2020

NET TAXABLE VALUE:

\$232,899,353

Revised 09/04/2020

MUNICIPALITY:	Tucumcari	Tucumcari	Tucumcari	House	House	House	Logan	Logan
TAXABLE VALUE:	33,225,974	43,724,995	47,536,086	478,378	560,931	1,695,723	24,639,420	24,639,420
CATEGORY:	1 IN NR	1 IN NR	1 OUT NR	19 IN NR	19 IN NR	19 OUT NR	32 IN NR	32 IN NR
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	8.446	10.186	8.446	10.186	8.446	10.186	8.446	10.186
County Debt Service	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
Quay County Hospital								
Total State	11.686							
Total County	7.650	7.650	7.650	7.281	7.281	7.650	7.650	7.650
Municipal Operational	0.000							
Municipal Debt Service	0.000							
Total Municipal	7.650	7.650	7.650	7.281	7.281	7.650	7.650	7.650
School District Operational	0.231	0.500	0.231	0.419	0.500	0.419	0.500	0.436
School District Debt Service	9.103	9.103	9.103	5.794	5.794	5.794	9.795	6.795
School Dist. Cap. Improvement	2.000	2.000	2.000	1.884	2.000	1.884	2.000	1.742
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
School Dist. Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total School District	11.934	11.934	11.934	8.097	8.294	8.294	9.295	8.973
Total State, County, Municipal, & School District	26.350	32.299	22.700	25.057	25.057	21.143	26.251	28.968
Other:								
Mesalands Community College								
Total Other	1.763	1.763	1.763	0.000	0.000	0.000	0.000	0.000
GRAND TOTAL	28.113	35.299	24.463	25.057	25.057	21.143	28.251	28.968

Where Applicable:
 Cattle Indemnity 10.000
 Sheep/Goats/Swine/Alpaca 10.000
 Dairy Cattle 5.000
 Bison/Camelids/Ratite 10.000
 Horses/Asses/Mules 8.256

Ute Lake Ranch PID#2 Operational Rate 3.000
 Ute Lake Ranch PID#2 Debt Levy Rate 10.800

Arch Hurley Conservancy District
 \$16.00 Assessment/Acre Class "A" Property
 3.298 Class B mills

(1) To Grady Board of Education
 (2) To Logan Board of Education
 (3) To Melrose Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

QUAY COUNTY

TAX YEAR 2020

NET TAXABLE VALUE: \$232,899,353

Revised 09/04/2020

	OIL & GAS		Equipment	33	3,765,205
	Production	33R			
MUNICIPALITY:	1,360	1,360	259,747	33	53 NR
TAXABLE VALUE:	1,320,846	1,360	1,360		1,360
CATEGORY:	32,33		8,446		10,186
State Debt Service					
Total State	1,360	1,360	1,360		1,360
County Operational	10,350		10,350		10,186
County Debt Service					
Quay County Hospital	1,500		1,500		1,500
Total County	11,850		11,850		11,686
Municipal Operational	0.000		0.000		0.000
Municipal Debt Service	0.000		0.000		0.000
Total Municipal	0.000		0.000		0.000
School District Operational	(2)	(2)	0.500	(2)	0.496
School District Debt Service	(2)	(2)	6.795	(2)	3.845
School Dist. Cap. Improvement	(2)	(2)	2.000	(2)	1.985
House Bill 33, School Building	(2)	(2)	0.000	(2)	0.000
School Dist. Ed. Tech. Debt Svc	(2)	(2)	0.000	(2)	0.000
Total School District	9,295		9,295		6,326
Total State, County, Municipal, & School District	22,505		22,505		19,372
Other:					
Mesalands Community College					
Total Other	0.000		0.000		0.000
GRAND TOTAL	22,505		22,505		19,372

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	8.256

2020 TAX RATES

S.D.#	RESIDENTIAL	NON-RESIDENTIAL	S.D. NAME
1.1	.026350	.032299	TUCUMCARI-IN
1.0	.022700	.024649	TUCUMCARI-OUT
19.1	.025057	.028424	HOUSE-IN
19.0	.019600	.021143	HOUSE-OUT
32.1	.028251	.028968	LOGAN-IN
32.0	.020601	.022019	LOGAN-OUT
34.1	.024858	.029114	SAN JON-IN
34.0	.019989	.021789	SAN JON-OUT
23/47	.020467	.022239	GRADY
33	.020601	.022019	NARA VISA
53	.017599	.019372	MELROSE
CATTLE		.01000	MESALANDS R .001763NR .003000
SHEEP & GOATS		.01000	ARCH HURLEY .003298
DAIRY CATTLE		.00500	UTE LAKE RANCH PID #2 .003 & .0108
EQUINE		.008256	

QUAY COUNTY
AGREEMENT TO HOUSE DETAINEES

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Quay County Board of Commissioners hereinafter referred to as "Quay County".

RECITALS

WHEREAS, Quay County is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Quay County's Ordinances, arrested by Quay County's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Quay County; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

WHEREAS, LCDC operates the Lea County Juvenile Detention Center; and

WHEREAS, Lea County is willing to incarcerate Quay County's detainees on a space available basis.

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

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Quay County detainees which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

2.1 The term of the contract shall become effective when signed by both parties. The initial term of this agreement is one year. Unless either party provides thirty (30) days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

3.0 ADULT DETAINEES HOUSING AND BOARD

- 3.1 LCDC will house detainees from Quay County at its facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call Lea County Detention Center for accommodation before bringing any detainee to the facility.
- 3.2 Quay County detainees will be subject to the same rules as other detainees, and will receive comparable treatment and accommodations as provided to other detainees.
- 3.3 On the day release is required by the terms of the order of the Court or by law, a Quay County detainee may be released by LCDC at its regular time of release for other detainees.
- 3.5 Quay County shall provide all transportation for Quay County detainees to and from LCDC in Lovington, New Mexico.

4.0 CONSIDERATION

- 4.1 Quay County will pay Lea County \$125.00 per day for each adult detainee, from date of incarceration through date of release for housing and board and related services
- 4.2 Lea County shall invoice Quay County on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any detainees from Quay County in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE DETAINEE HOUSING AND BOARD

- 5.1 The Lea County Juvenile Detention Center will house juvenile detainees from Quay County at its approved juvenile facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call the Lea County Juvenile Detention Center for accommodations before bringing any juvenile detainees to the facility.
- 5.2 Quay County juvenile detainees are subject to the Lea County Juvenile Detention Center rules, which apply equally to all juvenile detainees. Quay County juvenile detainees will have comparable treatment and accommodations as provided to other contract juvenile detainees.

- 5.3 Quay County will pay Lea County \$250.00 per day, from date of incarceration through date of release for each juvenile detainee for housing and board and related services.

6.0 REJECTION/RETURN

- 6.1 The Warden of LCDC shall have the right to reject any detainee tendered by Quay County, as long as Quay County detainees are evaluated and treated on the same basis as detainees from other contract entities.

7.0 DETAINEE INFORMATION

- 7.1 When submitting any adult detainee to LCDC, Quay County, shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Sentence
4. Release Order
5. Date of birth
6. Criminal Complaint or other Charging Document

In addition, Quay County will provide LCDC with any information it may have concerning detainees tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said detainee at the time detainee is brought to the Detention Center will result in the refusal of the detainee.

- 7.2 When submitting any juvenile detainee to the LCDC, Quay County, shall provide the following documentation:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Quay County will provide the LCDC with any information it may have concerning detainees tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide LCDC with legal authority to hold said detainee at the time detainee is brought to the Detention Center will result in the refusal of the detainee.

8.0 MEDICAL CARE

- 8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.
- 8.2 LCDC shall not be required to provide medical care to any Quay County detainees housed pursuant to this agreement, except as provided to other detainees, by its medical staff.
- 8.3 Should medical care become necessary from an outside health care provider, the Quay County Manager, or a person designated in advance by Quay County shall be contacted. The person contacted shall either secure the release of the detainee from the appropriate authority in a timely manner or undertake management of the detainee's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for Quay County detainees unless expressly directed to do so by a person authorized by the Quay County Manager or person authorized for Quay County to act on its behalf. Quay County is responsible for medical care costs outside of the facility and when Lea County is directed by Quay County to secure medical attention for one of its detainees.
- 8.4 LCDC is expressly authorized to instruct health care providers, for any medical care rendered, to bill Quay County directly to:

Address _____

City _____ State _____ Zip _____

Attn: _____

- 8.5 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve a detainee's health, Lea County may provide the necessary treatment without prior authority from Quay County, but in such case must notify the appropriate Quay County official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Quay County. Lea County is expressly authorized to instruct health care providers to bill Quay County directly for medical care rendered in these circumstances. Under all circumstances Quay County, will be responsible for all outside medical care.

9.0 TERMINATION

- 9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

Quay County
County Manager
300 S. Third St
Tucumcari, NM 88401

Lea County
County Manager
100 N. Main, Suite 4
Lovington, NM 88260

Termination of this Agreement shall not relieve any party from any liability which arose prior to termination. Specifically, termination of this Agreement shall not relieve any party from any indemnification obligations for actions or inactions which occurred prior to termination.

10.0 MISCELLANEOUS

- 10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.
- 10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this 14th day of September 2020.

QUAY COUNTY

LEA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: Stephen M. Masland
ATTEST: Quay County Clerk

By: _____
Rebecca Long, Chairwoman

ATTEST: Keith Manes
Lea County Clerk

By: Alan L. White

By: _____
Hollye Shearer, Deputy Clerk

LEA COUNTY JUVENILE DETENTION CENTER

1401 S. Commercial
Lovington NM 88260

Phone: 575 396 8678

Fax: 575 396 8025

PARENTAL MEDICAL CONSENT FORM AND RELEASE OF INFORMATION

Juvenile DOB: _____

Juvenile SSN: _____

In the matter concerning, _____,
(Name of Juvenile) I, _____,
(Parent/Guardian)

the undersigned, certify that I am the parent/guardian of the above named juvenile.

I do hereby grant permission for the Lea County Juvenile Detention Center/Nor-Lea General Hospital to provide any dental or medical treatment necessary to the welfare of the juvenile while in the physical custody of the detention center. This may include x-rays, examinations, anesthetic, medical or surgical diagnosis or treatment, or hospital care for the juvenile.

I further acknowledge that I understand this medical consent form and hereby give release to the Lea County Juvenile Detention Center, Lea County, its employees and medical staff, from any and all liability for any ill effects which might result from any and all medical care and treatment while my child is incarcerated in the Lea County Juvenile Detention Center.

I grant the necessary authorized release of information for my child to Lea County Juvenile Detention Center/Nor-Lea General Hospital including but not limited to, entire medical record, history and physical exam, laboratory test results/report, operative report, pathology report, consultation reports, x-ray reports, emergency room record, discharge summary, progress notes, and x-ray films/images. I understand the use of the released records will only be used for treatment, consultation, or any other medically necessary option and only at the request of the patient.

Parent Name _____ Address _____ City, ST Zip _____ Phone _____

Family Physician _____ Health Insurance Carrier and Number _____ Medicare/Medicaid # _____

I understand that, except in cases of emergency, I will be notified of any surgery or medical treatment being considered, provided my whereabouts can be determined.

Signature of personal representative who may request disclosure and treatment

I authorize Nor-Lea General Hospital to use and disclose the protected health information specified above.

I also authorize Lea County Juvenile Detention Center to provide medical treatment for my child.

Parent / Guardian Signature _____

Date _____

APPLICATION FOR FY21 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2019 to September 15, 2020

The New Mexico Fire Protection Grant Council has made the following changes to the FY21 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. 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

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Minimum matching funds

- Grant requests of \$10,000 or less require no matching commitment;
- Grant requests of \$10,001 to \$50,000 require a 5% commitment;
- Grant requests of \$50,001 to \$100,000 require a 10% commitment;
- Grant requests of \$100,001 to \$200,000 require a 20% commitment.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all 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 2018 to June 2019** 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 applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
2. All 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.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

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

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

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

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

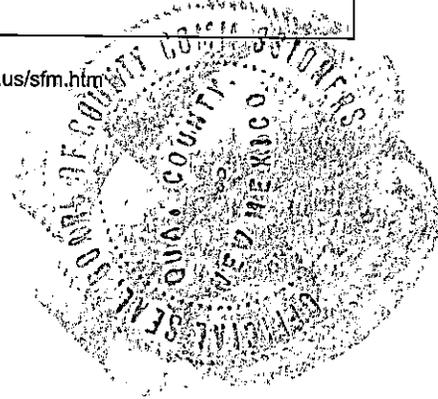
Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES		
Name of Department/District: Bard-Endee	County: Quay	
Name of Fire Chief (please print) Donald Adams	Signature of Fire Chief <i>Donald Adams</i>	Date 9-14-20
Name/Title of County/Municipal Fiscal Agent (please print) <i>Franklin McCasland</i>	Signature of Fiscal Agent <i>Franklin McCasland</i>	Date 9-14-20
Mailed, Emailed, or Faxed applications will not 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.**



GENERAL INFORMATION

Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37007
Fire Department Name	Bard-Endee
Fire Chief Name	Donald Adams
Insurance Services Office (ISO) Rating	8
County	Quay Rural
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	2
Substations	1
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	1097 Rt. 66
City	Bard
State	NM
Zip Code	88411
Phone number	(575) 576-2233
Email address	bardendee@yahoo.com
Name of Person Completing this application?	Donald Adams
Are you a fire department member?	Yes
How many firefighters?	25
How many are FF-I Certified?	6
How many are FF-II Certified?	2

BUDGET INFORMATION

What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$186,407.00
What is the current Protection Fire Fund distribution?	\$169,289.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$53,778.00
What was the purpose of the approval carryover?	Updating PPE, And Saving For A New 3,000 Gallon Tanker.
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? Bard,Endee,Glenrio,Frost	Number of commercial buildings protected in fire district? 6
Number of homes protected in fire district? 103	What is the permanent resident population of the community you serve? 256
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	
S.No	Automatic Aide Fire Districts
1	Porter Fire District

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)				9
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 1	Hazardous Condition (IT 400-482) 0	Vehicle Fire (IT 130-138) 3	Service Calls (IT 500-571) 0	Vegetation Fire (IT 140-143) 5
Good Intent Calls (IT 600-671) 0	EMS (IT 300-323) 0	False Calls (700-751) 0	Rescue (IT 331-381) 0	Other 0

WATER AVAILABILITY		
Community hydrant system? No	Total capacity of available water storage(in gallons) 108,000.00	Water storage tank with fire hydrant @ station Yes
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	-	-

TRAINING	
Average # of training hours per Firefighter per year : 28	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
BARD-ENDEE FIRE DISTRICT 2019 TRAIN	FIRE DEPARTMENT TOTAL 7-3 Fire Dept Training Record Final.doc

APPARATUS
Apparatus is part of the Project? Yes
Are pump test conducted annually on apparatus? Yes
Explain if not tested properly: 0

PUMP TESTING						
Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
E 22	44KFT4281LWZ23322	08639G	1500	03-02-2020	PASS	Factory Pump Test/New Apparatus
T 20	3HTJGKT4FN529236	G94041	1000	08-09-2020	PASS	
E 12	2NPRH8X38M762720	G75110	1251	08-09-2020	PASS	

E 2	1GDM7D1GOHV537770	G13832	1000	08-09-2020	PASS	
E 13	1HTWEAAR1BJ318353	G81419	1250	08-09-2020	PASS	
T 20	3HTJGKT4FN529236	G94041	1000	07-27-2019	PASS	
E 12	2NPRH8X38M762720	G75110	1251	07-27-2019	PASS	
E 2	1GDM7D1GOHV537770	G13832	1000	07-27-2019	PASS	
E 13	1HTWEAAR1BJ318353	G81419	1250	07-27-2019	PASS	
T 20	3HTJGKT4FN529236	G94041	1000	06-24-2018	PASS	
E 12	2NPRH8X38M762720	G75110	1251	06-24-2019	PASS	
E 2	1GDM7D1GOHV537770	G13832	1000	06-24-2018	PASS	
E 13	1HTWEAAR1BJ318353	G81419	1250	06-24-2020	PASS	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?

No

HAZARDS/THREATS

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

Hazard Type	Hazard Detail
Pipelines	13.5 miles of several high pressure pipe lines carrying diesel, gas, aviation fuel running east to west through our district
Semi-Transports	Large tankers carrying Gas, Diesel ,L.P. Gas down I-40 one of the busiest highways in the U.S.
Government Transports	Several trucks going west to east and east to west coming out of Pantex and other government labs carrying Nuclear or bomb stuff. With guards front and back with the big guns.
I-40 Interstate	We have 13.5 miles of I-40 running thru our district with every thing imageable going east to west and west to east. This is one of the busily interstate in the nation semi-trucks and people pulling large campers that's never pull anything before hauling butt in a hurry

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?

No

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	Apparatus	Tanker/Tender	1	\$360,000.00
				Total: \$360,000.00

What (specifically) will you purchase if awarded this grant?:

A 3,000 gallon tanker fully equipped that meets NFPA 1901 standard 2016 edition

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

Yes

Please explain:

We hope to go to at least a 7 with large tankers in every station. As we are a very rural department we have to count on water shuttle. A new unit equipped with dump chute, an automatic transmission will let all members be able to drive it.(once they are trained on it) It will be safer and easier to get into tighter places. We currently have 2 tankers that are not NFPA rated

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

At the present time we have a yearly debt of \$17,118 to the New Mexico Finance Authority. We carried over \$53,778 to update some PPE and to start saving to buy a tanker. We are being told a new tanker would be close to a year of from being built from time ordered. So we will have new monies as well as this year budget to finish the payment on the tanker. If for some reason we would still be short we would go to the finance authority for a loan.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

We hope to go to at least a 7 with large tankers in every station. As we are a very rural department we have to count on water shuttle. A new unit equipped with dump chute, an automatic transmission will let all members be able to drive it.(once they are trained on it) It will be safer and easier to get into tighter places. We currently have 2 tankers that are not NFPA rated

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

If awarded this grant we will be able to purchase a new tanker. It could possibly let us go to a 7 ISO which would give us more money to buy new and better equipment for our department. Also would help Insurance rates for our community.

Consequences: Describe how the department will address the problem described above if this request is not funded.

We will keep saving our monies until we are able to buy a new tanker. And try for a grant next year also.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Tanker/Tender	1	\$360,000.00
				Total: \$360,000.00

Total amount	\$360,000.00
Less matching amount	\$72,000.00
SubTotal	\$288,000.00
Grant amount requested	\$200,000.00
Department is responsible for funding needs exceeding \$200,000.00	\$88,000.00
Total amount the Department is responsible for	\$160,000.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the Bard-Endee Fire department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

Franklin McCasland Chairman

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

Franklin McCasland 9-14-20

Signature of County/Municipal Fiscal Agent Date



APPLICATION FOR FY21 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2019 to September 15, 2020

The New Mexico Fire Protection Grant Council has made the following changes to the FY21 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. 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

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
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 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Minimum matching funds

- Grant requests of \$10,000 or less require no matching commitment;
- Grant requests of \$10,001 to \$50,000 require a 5% commitment;
- Grant requests of \$50,001 to \$100,000 require a 10% commitment;
- Grant requests of \$100,001 to \$200,000 require a 20% commitment.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all 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 2018 to June 2019** 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 applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
2. All 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.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

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

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

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

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

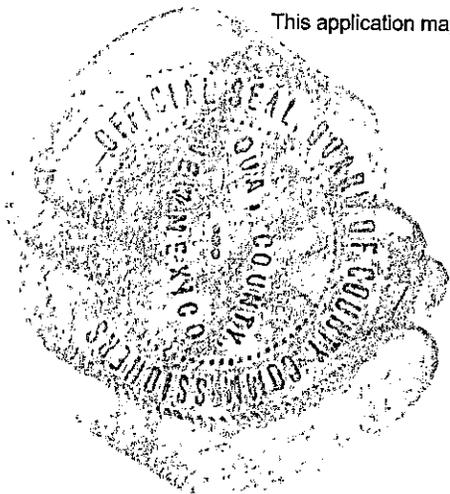
For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES

Name of Department/District: Forrest		County: Quay	
Name of Fire Chief (please print) Joe Lavender		Signature of Fire Chief <i>Joe Lavender</i>	Date 9-14-20
Name/Title of County/Municipal Fiscal Agent (please print) <i>Franklin McCasland</i>		Signature of Fiscal Agent <i>Franklin McCasland</i>	Date 9-14-20
Mailed, Emailed, or Faxed applications will not 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.**



GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37031
Fire Department Name	Forrest
Fire Chief Name	Joe Lavender
Insurance Services Office (ISO) Rating	8
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	209 St Hwy 210
City	McAlister
State	NM
Zip Code	88427
Phone number	(575) 799-4879
Email address	joegl387@gmail.com
Name of Person Completing this application?	Joe Lavender
Are you a fire department member?	Yes
How many firefighters?	13
How many are FF-I Certified?	0
How many are FF-II Certified?	0

BUDGET INFORMATION	
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$79,222.00
What is the current Protection Fire Fund distribution?	\$79,222.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$53,088.19
What was the purpose of the approval carryover?	Monies Were Carried Over To Aid In Purchasing All New SCBA's For The Department
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? Forrest	Number of commercial buildings protected in fire district? 3
Number of homes protected in fire district? 122	What is the permanent resident population of the community you serve? 305
Do you have formal automatic aid or mutual aid agreements? Yes	
List adjacent automatic aid fire districts (with written agreements)	
S.No	Automatic Aide Fire Districts
1	House Fire Department
2	Jordan Fire District

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)				18
How many responses per category?				
Structure Fire (IT 110-118, 120-123)	Hazardous Condition (IT 400-482)	Vehicle Fire (IT 130-138)	Service Calls (IT 500-571)	Vegetation Fire (IT 140-143)
0	0	1	0	10
Good Intent Calls (IT 600-671)	EMS (IT 300-323)	False Calls (700-751)	Rescue (IT 331-381)	Other
0	3	1	3	0

WATER AVAILABILITY		
Community hydrant system ? No	Total capacity of available water storage(in gallons) 34,000.00	Water storage tank with fire hydrant @ station Yes
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	Stock Tanks throughout district	120000

TRAINING	
Average # of training hours per Firefighter per year : 36	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
Training Log	Training log.pdf

APPARATUS
Apparatus is part of the Project? Yes
Are pump test conducted annually on apparatus? Yes
Explain if not tested properly: 0

PUMP TESTING						
Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
Unit #4	1HTSDAAR8RH74170	G17920	750	08-07-2020	Pass	
Unit #5	1HTWCAZR05J163387	G65425	1000	08-07-2020	Pass	

Department Name: Forrest County: Quay ISO Rating: 8

Unit #4	1HTSDAAR8RH74170	G17920	750	10-06-2019	Pass	
Unit #5	1HTWCAZR05J163387	G65425	1000	10-06-2019	Pass	
Unit #4	1HTSDAAR8RH74170	G17920	750	04-06-2018	Pass	
Unit #5	1HTWCAZR05J163387	G65425	1000	04-06-2018	Pass	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?
No

HAZARDS/THREATS

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

Hazard Type	Hazard Detail
Bulk Fuel Storage	Bulk Fuel Storage at Ragland Patrol Yard
Anhydrous Ammonia	Anhydrous Ammonia Storage on farms throughout district.
Chemical Storage	Various chemicals, i.e. pesticides, fertilizers, and herbicides on farms throughout district.
Bulk Fuel Storage	Bulk Fuel and oil storage on farms throughout district.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?
Yes

Are all PPE inspected annually per NFPA 1851?
Yes

STANDARD COMPLIANT PPE

Year	Qty	Age (years)	Condition
2018	3	2	Good
2013	7	7	Fair
2005	3	15	Fair

Pressure :

STANDARD COMPLIANT SCBA

Year	Qty	Age (years)	Condition
2013	12	7	Poor

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	SCBA	Face Piece	12	\$3,480.00
2	SCBA	Bottles	24	\$27,816.00
3	SCBA	Regulator	12	\$67,140.00
				Total: \$98,436.00

What (specifically) will you purchase if awarded this grant?
 Forrest Fire Department will purchase 12 new high pressure SCBA Packs, 24 new high pressure SCBA bottles, and 12 new SCBA facepieces.

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

Please explain:
 By fulfilling this need it will allow department members to complete more SCBA trainings, which would raise the total number of company training hours completed per member per year.

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the

proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

Forrest Fire Department is solely funded by the Fire Protection Fund. Currently the department has a loan through NMFA for a Class A Pumper that will be paid off in 2031. The department has carried over funds to purchase PPE. With the carry over monies that Forrest has, it will be able to meet the match percentage of the grant.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

With Forrest Fire Department being solely funded by the Fire Protection Fund and having a single main station, the dollar amount to replace 12 SCBA's would take 2 distribution cycles to be able to purchase, if the department had no other expenses. The safety and well being of department members while performing fire ground and suppression operations is of the utmost importance, while trying to be compliant with all NFPA standards.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

Currently Forrest Fire Department is using SCBA's that were donated to them by a neighboring department. By having new and up to date equipment it will allow the department members to be better trained and have more confidence that the equipment that they are using is not obsolete.

Consequences: Describe how the department will address the problem described above if this request is not funded.

One of the consequences of not receiving this grant would be that it would potentially take Forrest Fire Department up to 4 additional years to roll over enough Fire Protection Funds to purchase this equipment. However with aging apparatus it may take longer to purchase new SCBA's.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
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				Total: \$98,436.00

Total amount	\$98,436.00
Less matching amount	\$9,843.60
SubTotal	\$88,592.40
Grant amount requested	\$88,592.40
Department is responsible for funding needs exceeding \$200,000.00	\$0.00
Total amount the Department is responsible for	\$9,843.60

FISCAL AGENT COMMITMENT STATEMENT

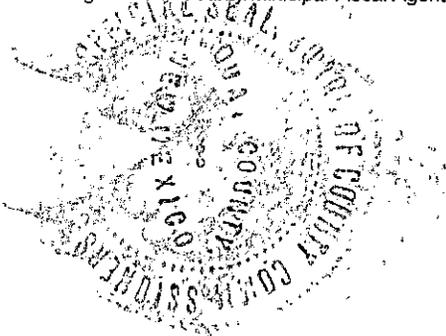
I, as fiscal agent for the Forrest Fire department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

Franklin McCasland Chairman

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

Franklin McCasland 9-14-20

Signature of County/Municipal Fiscal Agent Date



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The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all signatures will not be considered.

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- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

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- PPE (structural, wildland, SCBA)
- Communications
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- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
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7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

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

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

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

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

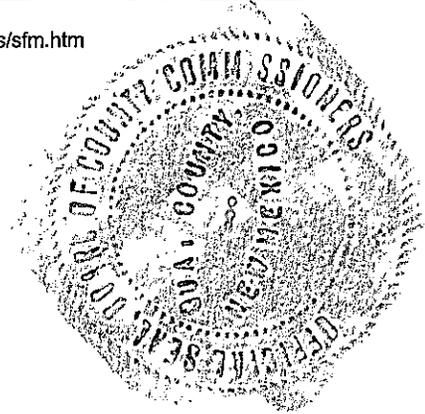
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For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES		
Name of Department/District: Conservancy #1	County: Quay	
Name of Fire Chief (please print) John Hinze	Signature of Fire Chief <i>John E Hinze</i>	Date 9/14/20
Name/Title of County/Municipal Fiscal Agent (please print) <i>Franklin McCasland</i>	Signature of Fiscal Agent <i>Franklin McCasland</i>	Date 9/14/20
Mailed, Emailed, or Faxed applications will not 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.**



GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37013
Fire Department Name	Conservancy #1
Fire Chief Name	John Hinze
Insurance Services Office (ISO) Rating	5
County	Quay
	Rural
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	1
Substations	1
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	PO Box 725
City	Tucumcari
State	NM
Zip Code	88401
Phone number	(575) 461-2760
Email address	pastorjohn@fbctuc.com
Name of Person Completing this application?	Michelle Jaynes
Are you a fire department member?	Yes
How many firefighters?	13
How many are FF-I Certified?	0
How many are FF-II Certified?	0

BUDGET INFORMATION	
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$127,376.00
What is the current Protection Fire Fund distribution?	\$127,376.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$42,185.45
What was the purpose of the approval carryover?	Purchase Equipment For New Addition That Wasn't Purchased Due To COVID And End Of Fiscal Year.
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION	
Name of Community Protected? Quay County Rural	Number of commercial buildings protected in fire district? 10
Number of homes protected in fire district? 625	What is the permanent resident population of the community you serve? 1875
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)				93
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 15	Hazardous Condition (IT 400-482) 0	Vehicle Fire (IT 130-138) 31	Service Calls (IT 500-571) 1	Vegetation Fire (IT 140-143) 35
Good Intent Calls (IT 600-671) 0	EMS (IT 300-323) 4	False Calls (700-751) 1	Rescue (IT 331-381) 1	Other 5

WATER AVAILABILITY		
Community hydrant system ? Yes	Total capacity of available water storage(in gallons) 5,000,000.00	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 : 40	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
2020 Meeting Training Chart	2020 Meeting Accountability Chart.pdf
2019 Meeting Training Chart	2019 Meeting Accountability Chart new.pdf

APPARATUS
Apparatus is part of the Project? Yes
Are pump test conducted annually on apparatus? Yes
Explain if not tested properly: 0

PUMP TESTING						
Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
142	1FVACBS5BDA5253	G82655	1250	10-01-2019	pass	
141	1FVHCYDC35HU19857	G65379	1250	09-18-2019	pass	
142	1FVACBS5BDA5253	G82655	1250	06-22-2018	pass	

141	1FVHCYDC35HU19857	G65379	1250	06-22-2018	pass	
142	1FVACBS5BDA5253	G82655	1250	09-04-2017	pass	
141	1FVHCYDC35HU19857	G65379	1250	09-04-2017	pass	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?

Yes

Do you have any of the following?

Handheld radios	16
Base Stations	1
Mobile radios	7
Do you have any apparatus without a mobile radio?	No

Do you have interoperability with any of the following agencies?

Law Enforcement	Yes
Emergency Medical	Yes
Other Fire Departments	Yes
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?	Yes
Describe (if yes for above)	The Montoya area of our county I 40 mm 315-308 has no repeater coverage

List communication equipment by type

Describe your communication equipment and capability (type; qty; range) (if more than zero)	How Many?
-	-

HAZARDS/THREATS

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

Hazard Type	Hazard Detail
Railroad	Union Pacific Railroad runs through our district. The Railroad is in our district and does contribute to a percentage of the calls for service. The district has approximately 27 miles of railroad main lines through the district that carry anything from grain to hazardous material.
Interstate	The district has 28 miles of Interstate 40 that runs through the district. Traffic ranges from your typical civilian travel to government transports with hazardous material to military transports. Because of the straight runs, and hot dry conditions, we receive a high percentage of calls for various reasons from Interstate 40. This adds to the hazard with the extreme truck and car traffic.
Bulk Fuel	Various Farms and Ranches throughout the district have bulk fuel storage.
Bulk Chemical Storage	Farms through out the district have bulk chemicals ranging from pesticides to fertilizers.
Irrigation Canals	Within our district is an irrigation system that runs water from Conchas Lake in San Miguel county to the farmers in our area. This adds miles and miles of concrete ditches, which makes for longer response times as we have to back tract to reach some of the areas.
Abandoned Buildings	Our community has dwended in size since the late 70's when it was booming. Because of this shrinking, we have lots of abandoned buildings which lately have been attacked by alleged arsonists. This is a huge danger to the area with possibilities of fires spreading to become wildland fires as well as the initial danger of the abandoned structures as well.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?

No

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	Apparatus	Command	1	\$115,000.00
				Total: \$115,000.00

What (specifically) will you purchase if awarded this grant?:
 The department, if awarded the grant will purchase a rapid response unit, that will serve also as a command unit and have CAFS capabilities.

Will fulfilling this need impact your organization's ISO rating?:
 No

Please explain:
 By awarding this grant, it will allow Conservancy #1 to more rapidly and effectively establish an incident command post on any call it is dispatched to. With this unit having an on-board Cold CAFS unit it will also benefit the department in minimizing losses to lives and property when this unit arrive on scene first. Even though, the purchase of this apparatus may not impact the ISO rating of the department, it's value to the department will be immeasurable.

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

Financial Need

Our department has seen an increase of responses to structure fires and vehicle fires in the past few years. Nearly 50% of the departments call volume is Interstate 40 related, whether that be MVA's, vehicle fires, vegetation fires, or medical assists. With the department responding to calls on a 28 mile stretch of one of the busiest roads in the state, being able to get personnel and equipment on scene safely and in a timely manner is critical.

Along with the added call volume the department has been upgrading and improving its response capabilities whether that be apparatus, PPE, equipment, and training. Within the last 5 years this department has went from an ISO class 9 to and ISO class 5, and in continually working to improve that. This grant would allow us to continue to the upgrades to our department and better serve or citizens and those passing through the district.

Regarding the departments budget, the department currently has 2 loans with an annual loan payment of \$25,270.00. These loans are for a Class A Pumper and wildland apparatus. The department carried over \$42,195.96. We had not anticipated carrying over that much, but with the Covid-19 pandemic, and the shut downs that followed, the department held off on making some of the purchase because deliveries could not be guaranteed by the end of the fiscal year. The department will be able to satisfy the excess amount with either current Fire Fund Distribution or with carry over monies.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

The department hopes to fill a void with the awarding of this grant. Currently the department utilizes a type 6 wildland unit that doubles as a command unit. Said unit is reaching the end of its front-line service lifespan. As of now the department is held back by the limitations of the aging unit. With the department having a dedicated command unit it would allow for greater versatility within the department. We believe that it will allow for the IC to be on scene sooner than in the past and that it will give the IC options and capabilities that were not available to them with the current unit. With our departments unique position, having a command unit with a cold CAFS system will greatly benefit the department, the citizens and the travelers though the district.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

With the awarding of this grant, I believe the community will see the benefits in ways they may never thought of. Whether it be by public relations at community events or setting a Command Post on a major incident, or anywhere in between those two scenarios. We are in an unique position with our chief living closest to the station and more often than not arriving on scene first. This would give him the ability to establish a command post and have multiple tools at his disposal. Whether it be additional radios, tools, accountability boards on a structure fire or even the CAFS system on a vegetation fire in the median of the interstate.

Consequences: Describe how the department will address the problem described above if this request is not funded.

If the grant is not funded the department will likely have to put off the purchase of a command unit for several years. In doing this the department will have to move the command title to another type 6 wildland unit, and still have to remove the the current unit from front-line service.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Command	1	\$115,000.00
				Total: \$115,000.00

Total amount	\$115,000.00
Less matching amount	\$23,000.00
SubTotal	\$92,000.00

Grant amount requested	\$92,000.00
Department is responsible for funding needs exceeding \$200,000.00	\$0.00
Total amount the Department is responsible for	\$23,000.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the Cons. Dist. #1 department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

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

Franklin McCaskey 9-14-20
Signature of County/Municipal Fiscal Agent Date



APPLICATION FOR FY21 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2019 to September 15, 2020

The New Mexico Fire Protection Grant Council has made the following changes to the FY21 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. 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

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Minimum matching funds

- Grant requests of \$10,000 or less require no matching commitment;
- Grant requests of \$10,001 to \$50,000 require a 5% commitment;
- Grant requests of \$50,001 to \$100,000 require a 10% commitment;
- Grant requests of \$100,001 to \$200,000 require a 20% commitment.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all 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 2018 to June 2019** 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 applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.
- **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.
2. All 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.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

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

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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 received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 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) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

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

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

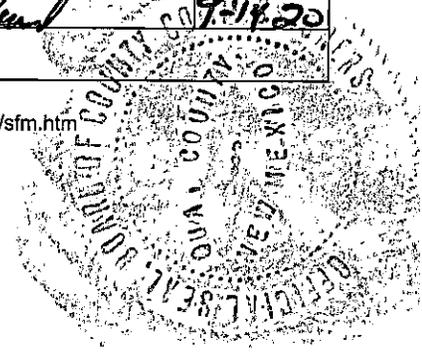
Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES		
Name of Department/District: Porter	County: Quay	
Name of Fire Chief (please print) Austin Gibson	Signature of Fire Chief 	Date 9-14-20
Name/Title of County/Municipal Fiscal Agent (please print) Franklin McCasland	Signature of Fiscal Agent 	Date 9-14-20
Mailed, Emailed, or Faxed applications will not 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.**



GENERAL INFORMATION

Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37059
Fire Department Name	Porter
Fire Chief Name	Austin Gibson
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 firefighters?	17
How many are FF-I Certified?	1
How many are FF-II Certified?	0

BUDGET INFORMATION

What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$59,031.00
What is the current Protection Fire Fund distribution?	\$59,031.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$90,545.23
What was the purpose of the approval carryover?	For Building Expansion And Apparatus Purchases
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? Porter community	Number of commercial buildings protected in fire district? 1
Number of homes protected in fire district? 40	What is the permanent resident population of the community you serve? 140
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	
S.No	Automatic Aide Fire Districts
1	Bard-Endee Fire District

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)			6	
How many responses per category?				
Structure Fire (IT 110-118, 120-123)	Hazardous Condition (IT 400-482)	Vehicle Fire (IT 130-138)	Service Calls (IT 500-571)	Vegetation Fire (IT 140-143)
0	0	2	0	4
Good Intent Calls (IT 600-671)	EMS (IT 300-323)	False Calls (700-751)	Rescue (IT 331-381)	Other
0	0	0	0	0

WATER AVAILABILITY		
Community hydrant system ? Yes	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	steel 17000 gallons tank on well with 250gpm electric pump in station	17000

TRAINING	
Average # of training hours per Firefighter per year : 20	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
driver/ operator	7-3 Fire Dept Training Record 2-8-20.doc
pump operation	7-3 Fire Dept Training Record 6-30-20.doc
pump testing	7-3 Fire Dept Training Record 8-31-20.doc

APPARATUS
Apparatus is part of the Project? Yes
Are pump test conducted annually on apparatus? Yes
Explain if not tested properly: 0

PUMP TESTING						
Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
942	1HTWEAAR3AJ221802	G78692	1260	08-31-2020	PASS	
952	1FEHCYCY4HHJA0920	G98170	1000	08-31-2020	PASS	

943	1HTSEAROTH244981	02818G	1251	08-31-2020	PASS	Pump showing signs of wear all it has to make gpm/psi
942	1HTWEAR3AJ221802	G78692	1260	05-30-2019	PASS	
952	1FEHCYCY4HHJA0920	G98170	1000	05-30-2019	PASS	
943	1HTSEAROTH244981	02818G	1251	05-30-2019	PASS	
942	1HTWEAR3AJ221802	G78692	1260	06-01-2018	PASS	
952	1FEHCYCY4HHJA0920	G98170	1000	06-01-2018	PASS	
943	1HTSEAROTH244981	02818G	1251	06-01-2018	PASS	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?
 No

HAZARDS/THREATS

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

Hazard Type	Hazard Detail
State Highways	Porter Fire Department has 2 New Mexico State Highways within its district. These highways are used daily by commercial trucks that are trying to get from Interstate 40 to US 54. The cargo that these commercial vehicles are carrying can range from household goods to hazardous materials.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?
 No

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	Apparatus		Tanker/Tender	1	\$265,000.00
					Total: \$265,000.00

What (specifically) will you purchase if awarded this grant?:
 Tender of 2000 gallons with no less than a 500gpm pump on a 4x4 chassis for off road or bad weather fire fighting and to lower iso rating.

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

Please explain:
 Replacement of a older out dated apparatus and give the department more gallons on wheels. will also help with the flow and hauled water portion of the iso to lower to a 8b. truck will also be used to help neighboring department with automatic aid lower iso for them as well

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

Porter Fire Department is a current ISO class 9 working to obtain a ISO class 8b.
 Porter Fire Department is currently not able to purchase a new apparatus to update an outdated truck that is currently full filling the needs of the department.
 Porter Fire Department is currently paying on a 2016 3000 gallon tender we purchased in 2016 in which a amount of 101,44.52 which is limiting our funds on our purchasing a new apparatus.
 Porter Fire Department has a current carry over of 90,545.23 saved for purchasing a new apparatus or building expansions.
 If awarded the amount of the grant that we are requesting we will be adding our carry over money to purchase the apparatus, If the apparatus is over our carry over and the amount of the grant awarded we will be asking for a loan for the NMFA.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.
 Porte Fire Department is addressing the problem of aging equipment (Apparatus). With the purchase of a new apparatus that we are requesting the money for we the members of the Porter Fire Department can better serve the fire District in bad weather and rough country roads. The new apparatus will be able to deliver water closer to the fire front or to structure fire in more remote and harder to access places with in the fire district.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.
 Porter Fire Department will be better equipped with the purchase of the new apparatus and be able to better protect the community that live in harder to reach parts of the fire district restricted by no paved and poor dirt roads. The apparatus will be able to better protect them homes in the

rough areas on grass fires being 4x4 and equipped to supply water to smaller fire trucks and also be able to protect structures.

Consequences: Describe how the department will address the problem described above if this request is not funded.

Porter Fire Department will keep relying on mutual aid from surrounding fire districts and in the ranchers and farmers with personal use of equipment and time.

Porter Fire Department mutual aid with neighboring fire districts but being volunteer the response time is close to 15 to 20 minutes before a fire truck will be rolling in route to the fire and same with fire districts responding to assist with fires in our districts. better apparatus will help us provide for our community longer until mutual aid can assist us.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Tanker/Tender	1	\$265,000.00
				Total: \$265,000.00

Total amount	\$265,000.00
Less matching amount	\$53,000.00
SubTotal	\$212,000.00
Grant amount requested	\$200,000.00
Department is responsible for funding needs exceeding \$200,000.00	\$12,000.00
Total amount the Department is responsible for	\$65,000.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the Porter Fire department, certify that a minimum of 20% in matching funds are committed to the project for which this application is submitted.

Franklin McCasland

Chairman

Name of County/Municipal Fiscal Agent (please print)

Title

Franklin McCasland

9-14-20

Signature of County/Municipal Fiscal Agent

Date



NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application

APPLICANT ADMINISTRATIVE SHEET

APPLICANT NAME: Quay County

PROGRAM POINT OF CONTACT: Daniel Zamora CONTACT NUMBER: (575)461-8535

PROGRAM EMAIL ADDRESS: daniel.zamora@quaycounty-nm.gov

OEM PROGRAM MAILING ADDRESS: 300 S 3rd St.
Tucumcari, NM, 88401

FISCAL POINT OF CONTACT: Cheryl Simpson CONTACT NUMBER: (575)461-2112

FISCAL EMAIL ADDRESS: cheryl.simpson@quaycounty-nm.gov

FISCAL MAILING ADDRESS: P.O. Box 1246
Tucumcari, NM 88401

NM SHARE Vendor Number: 0000054395

Agency Federal Tax Identification Number: 85-6000238

Agency Data Universal Numbering System (DUNS) Number: 051336105

To obtain a DUNS number for your agency, please go to the D&B website at <http://fedgov.dnb.com/webform>, or call the DUNS Number request line at 1-866-705-5711.

Completed required registration in System for Awards Management (SAM) Yes, Initial Here: _____

(Your DUNS number is a required field to start your SAM registration)

> CAGE Number: 5RFT1 (Found within your completed SAM)

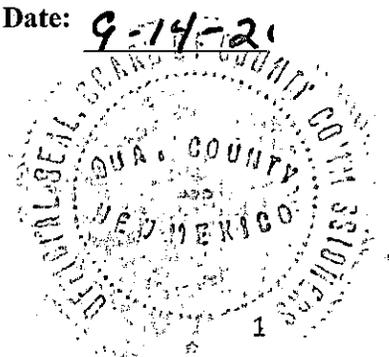
To Register in SAM, please go to the SAM website at www.sam.gov/portal/public/SAM/.

My jurisdiction has a property/equipment tracking monitoring system in place that complies with the requirements set for in 2CFR Part 200. YES NO Initial Here: _____

Authorized Official for Agency: Franklin McCasland Date: _____

Signature of Authorized Official: Franklin McCasland Date: 9-14-21

COMBINED APPLICANT INFORMATION



**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

Combine all sub-applicant requests within your local jurisdiction on this sheet

APPLICANT NAME: Quay County

POINT OF CONTACT: Daniel Zamora

E-MAIL ADDRESS: (575)461-8535

Total Federal Funds Requested: \$50,000

Amount Dedicated to Law Enforcement Terrorism Prevention Activities: \$ 50,000
*** (25% LETPA requirement for overall sub-grant application)*

Project #	Agency Name	Project Name	Amount Proposed	National Priority #	Percent of Total App for National Priority*	Percent of Total App for LETPA**
1	Quay County	Network Update	\$50,000	1	%100	%100
2						
3						
4						
5						
Whole Comm						

- Total Application request must include at least 5% towards one of the four national priorities.
- Total Application request must include at least 25% LETPA.

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

INVESTMENT JUSTIFICATION WORKSHEET

- 1) This worksheet must be completed in full and provide a detailed budget.
 2) **No more than five projects and one Whole of Community project will be accepted per jurisdiction.**
 3. Projects that are broken down into separate subset funding requests will not be considered (i.e. 1a, 1b, 2a, 2b, etc...).
 4. Include a current validation of the terrorism nexus by a Subject Matter Expert, in the applicant's Area of Operation 5. For 5% of the Application total request, projects must be aligned to one or more of the national priorities and this alignment should be specifically indicated in the project application, e.g. "Cyber Security Enhancement", "Intelligence and Information Sharing", "Emerging Threats", etc.

AGENCY: Quay County

MAILING ADDRESS: 300 S 3rd St.
 Tucumcari, NM, 88401

Project Title:	Network Update	Project Number:	Project 1 - LETPA
Project Coordinator:	Daniel Zamora	Contact Number:	(575)461-8535
Email Address:	daniel.zamora@quaycounty-nm.gov		

Total Funding Requested: \$50,000

Is this an Emergency Communications Project?	No
Is this a ¹ Regional Project?	No
Is an EHP Screening Form attached?	No
Is the law enforcement validation of project(s) with appropriate data supporting the nexus to terrorism?	Yes

Will this asset(s) be deployable and/or shareable to support emergency or disaster operations per existing EMAC/IMAS agreements? No

Provide a detailed budget breakdown for each project/activity (see attached Excel spreadsheet)

INVESTMENT DEVELOPMENT

Capabilities that will be created or enhanced by the project.

¹ **REGIONAL:** Multiple Jurisdictions participating and benefiting from a shared project or resource (i.e. equipment/training being used to form or sustain a regionally shared response team). Regional projects **MUST** include support letters from all partners which clearly states their role in the project as well as the benefit the jurisdiction will receive.

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

CORE CAPABILITY² PRIMARY:	Cybersecurity
CORE CAPABILITY SECONDARY:	Access Control and Identity Verification

Please check the box that applies to this project.

<input checked="" type="checkbox"/>	Building a capability with HSGP funding
<input type="checkbox"/>	Sustaining a capability with HSGP funding.

PROJECT DESCRIPTION:

1. Discuss how the project ties to THIRA and **how it ties to a terrorism and/or catastrophic event.**
2. Discuss what capability gap has been identified and how it was identified (real event, assessment, exercise)
3. Discuss how the project was determined to be the best way to fill the gap.
4. Discuss the project in detail (what will be done/purchased, who will do it, how will it be done, when will it be completed, where will the project be located, etc.), be sure to include ALL components
Budgeted items not discussed and justified in narrative will not be funded.
5. Explain how the gap will be closed by the proposed project.
6. All required compliance issues should be referenced (SCIP, SAFECOM, etc.)
7. **Law Enforcement Terrorism Prevention** projects must address building prevention and protection capabilities by supporting law enforcement terrorism prevention-oriented planning, organization, training and exercise, and equipment, including those activities which support participation in New Mexico's All Source Intelligence Fusion Center.
8. **Whole Community** projects should encourage whole community involvement in a community's preparedness efforts by allowing enhancement of and ensuring the sustainment of, Citizen Corps volunteer programs, public education and training, and activities encouraging whole community involvement in a community's preparedness efforts. Projects must address capability gaps in community preparedness while continuing to support and enhance Citizen Corps Programs (CCP) generally. Specific gaps to be addressed include: enhancing the capacity of local CCP to manage volunteers and sustain their continued operation, sustaining an strengthening CCP and Youth Preparedness groups, increasing the delivery of Train-the-Trainer courses, capitalizing on volunteer outreach using community preparedness events; creating a more resilient community through volunteer and community organizations, and supporting the creation of public/private partnerships.

PROJECT DESCRIPTION NARRATIVE: Provide a detailed description of the project.

² **CORE CAPABILITY:** The Core Capabilities are outlined in the National Preparedness Goal which can be found at: <http://www.fema.gov/pdf/prepared/npg.pdf>. Additional information regarding the Core Capabilities can be found by going to <http://www.fema.gov/core-capabilities>. The Crosswalk of Target Capabilities can be located at <http://www.fema.gov/pdf/prepared/crosswalk.pdf>

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

The chaos of COVID-19 has dramatically increased cyber threats in Quay County and across the Nation. A significant gap in Cybersecurity has been identified within the Quay County network through this real-world experience as well as the Nationwide Cyber Security Review which is attached to this application. Quay County Information Technology staff has developed a plan to fill these gaps through a combination of existing hardware updates and an additional firewall as well as software applications that will improve intrusion detection. The equipment will be located at the Quay County Courthouse where the Quay County Sheriff's office cohabitates with other County and State offices. Hardening of our network will support participation in New Mexico's All Source Intelligence Fusion Center by the Quay County Sheriff's Office and the Quay County Office of Emergency Management by ensuring protection of sensitive information and in turn supporting law enforcement terrorism prevention.

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

EQUIPMENT OR SERVICES

<p>Project Outputs Describe/list all equipment or services to be purchased for the project. Identify the physical and measurable outputs for this project.</p> <p>1. Outputs can be represented in units of quantifiable products, such as the number of portable radios purchased, or as activities performed, exercises and training courses.</p> <ul style="list-style-type: none"> ▪ Additional sample outputs have been listed below: <ul style="list-style-type: none"> ○ Number of people trained ○ Communications interoperable gateway 		
<p>Does this project directly support a ³NIMS typed resource? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		
<p align="center">**Verify Resource Typing and ID number from FEMA'S RTLTL website in the spaces provided below.</p>		
<p>ID # Enter RTLTL ID:</p>	<p>Name: Enter RTLTL Name.</p>	
<p>Category: Enter RTLTL Category.</p>	<p>Kind: Enter RTLTL Kind.</p>	<p>Type: Enter RTLTL Type.</p>
<p>Enter All Project Outputs Here</p>		

³ **NIMS TYPED RESOURCE:** Information for this section can be found on FEMA's Resource Typing Library Tool (RTLTL). For each identified resource there is a specific ID number, Name, Category, Kind, and Type associated with the resource. This information is found online at <https://rtl.tl.preptoolkit.fema.gov/Public>.

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application

CONSTRUCTION PROJECTS

1. ⁴ Does this project require new construction, renovation, retrofitting or modifications of existing structure or require any disturbance/construction to lands/sites? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
✓ <i>If yes, provide a brief statement of the process to ensure that this project is ready for construction. Attach and list below the documents that are required to begin construction projects. For example, Environmental Historic Preservation screening form, copies of building permits, zone permits, etc.</i>
Click here to enter text.

SUSTAINMENT DESCRIPTION

1. Identify how your jurisdiction will sustain the capability created or enhanced by this project. <i>(Must include sustainment with and without Federal Preparedness funding)</i>
Quay County Government will sustain this capability through coordination with Information Technology and Emergency Management staff.

⁴ Any disturbance of dirt or placing new stakes needs an EHP form. Projects that require an EHP should have process started prior to request.

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
FY 2020 State Homeland Security Grant Program Application**

INVESTMENT MILESTONES



PROJECT MILESTONES			
POP QUARTER	⁵MILESTONES: (Milestones must be measurable)	START DATE (MM/DD/YY YY)	END DATE (MM/DD/Y YY)
1	Identify equipment needs	1/01/2021	1/31/2021
2	Purchase equipment	2/1/2021	2/28/2021
3	Deploy equipment	4/1/2021	4/30/2021
4	Train personnel	5/1/2021	5/31/2021
5	Maintain equipment	5/1/2021	
6	Click here to enter text.		

EXAMPLE MILESTONES:

Equipment: Identify equipment needs; purchase equipment; train personnel and deploy equipment; and maintain equipment

Training: Identify training needs; develop training; deliver training; and evaluate training

⁵ **MILESTONES:** The sub-grantee should submit, at minimum, three (3) milestones for all projects. Provide a high-level narrative description of activities to occur within each milestone. Milestones should represent a logical progression of the project to allow for realistic monitoring and management of grant funding. This attribute will function as a tool for measuring project progress in future reporting periods. Example: Milestone 1. Equipment: Identify equipment needs; purchase equipment; train personnel and deploy equipment and maintain equipment. Start Date: 06/2021 End Date 12/2021. Milestone 2. Training: Identify training needs; develop training; deliver training; evaluate training Start Date: 011/2021 End Date: 02/2022



MS-ISAC™

Multi-State Information Sharing & Analysis Center®

Organization: New Mexico - Quay County
 First Published: 12/11/2019 10:48 AM Last Updated: 12/11/2019 10:49 AM

About

Organization

The Organization application provides a detailed view of all activities related to a specific organization, including the results for the Nationwide Cyber Security Review. Utilizing this application, you can view the status of your survey, examine your current NCSR Profile based on your results; set your Target Profile, compare your profile to your Peer's, view historical results, and examine best practices associated with the "Options for consideration"

Through the Business Unit application, you can:

- View current, past and peer Profiles.
- Identify your Target profile.
- Generate real-time reports to understand how your profile compares with that of your peers and identify potential gaps in your cyber security program.
- Examine best practices associated with the areas in which you have scored below the recommended maturity.

General Information

Organization:	New Mexico - Quay County	Division Name:	Local
Org ID:	590191	Industry:	
Org User:	Zamora, Daniel	Postal Code:	88401
Entity Type:	County/Parish		
State of Origin:	New Mexico		
Compliance Drivers:	CJIS HIPAA PCI IRS 1075 SSA		
Years Participated:	2019		

NCSR Result Overview

Thank you for completing the Nationwide Cyber Security Review!

The tabs below that will provide you additional information on your results. If your organization has taken the previous model of the NCSR, you will be able to find a summary of your results in the Tab called "(old) Nationwide Cyber Security Review". Once the survey period is complete, a new tab will appear called "NCSR Peer Profiles" this will provide you the overview of the results of the members of your peer group to help you better understand what organizations like yourself are doing for cybersecurity.

Current Profile

Current Profile Overview

The information contained in the Current Profile provides an overview of the results from the most recently completed Nationwide Cyber Security Review. It not only provides you with the score, but also the average level maturity for each Function and Category found within the NIST Cybersecurity Framework. We hope that you can use these results to better understand your organization's cybersecurity posture.

Please note: Reflective in 2018 and in accordance to NIST CSF Version 1.1, ID.SC is a new category in the NCSR. If your most recent survey was taken in either 2017, 2016 or 2015, this field will be blank.

NCSR Current Results Year

Current Results Year:	2019	Average of all Functions:	1.30
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Identify

Identify:	1.590000	ID.AM-Level:	1.50
ID Current Maturity:	Informally Done	ID.BE-Level:	2.80
		ID.GV-Level:	1.75
		ID.RA-Level:	1.17
		ID.RM-Level:	1.33

Reflective as of 2018 and in accordance to NIST CSF Version 1.1, ID.SC is a new category in the NCSR.

ID.SC-Level:	1.00
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Protect

Protect:	1.43	PR.AC-Level:	1.86
PR Current Maturity:	Not Performed	PR.AT-Level:	1.00
		PR.DS-Level:	1.50
		PR.IP-Level:	1.33
		PR.MA-Level:	1.50
		PR.PT-Level:	1.40

Detect

Detect:	1.00	DE.AE-Level:	1.00
DE Current Maturity:	Not Performed	DE.CM-Level:	1.00
		DE.DP-Level:	1.00

Respond

Respond:	1.00	RS.RP-Level:	1.00
RS Current Maturity:	Not Performed	RS.CO-Level:	1.00
		RS.AN-Level:	1.00
		RS.MI-Level:	1.00
		RS.JM-Level:	1.00

Recovery

Recover:	1.50	RC.RP-Level:	2.00
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RC Current Maturity: Not Performed

RC.IM-Level: 1.50
RC.CO-Level: 1.00

2015 & 2016 NCSR Self-Assessment

Nationwide Cyber Security Review (2015 & 2016)

Questionnaire ID	Progress Status	Entity Type	Year	Due Date
No Records Found				

2017 NCSR Self-Assessment

Nationwide Cyber Security Review 2017

Questionnaire ID	Progress Status	Entity Type	Industry	Year	Due Date
No Records Found					

2018 & 2019 NCSR Self-Assessment

Nationwide Cyber Security Review 2018 & 2019

Questionnaire ID	Progress Status	Year	Due Date
590192		2019	12/31/2019

TLP: Amber

Recipients may only share TLP:Amber information with members of their own organization who need to know, and only as widely as necessary to act on that knowledge.

QUAY COUNTY
RESOLUTION NO. 3

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOCAL GOVERNMENT PLANNING GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), AND QUAY COUNTY, New Mexico (THE "GRANTEE"), IN THE AMOUNT OF \$24,270.33 EVIDENCING AN OBLIGATION OF THE GRANTEE TO UTILIZE THE GRANT AMOUNT AND THE LOCAL MATCH AMOUNT, IF APPLICABLE, SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF PRELIMINARY ENGINEERING PLAN, AND SOLELY IN THE MANNER DESCRIBED IN THE GRANT AGREEMENT; CERTIFYING THAT THE GRANT AMOUNT, TOGETHER WITH THE LOCAL MATCH, IF APPLICABLE, AND OTHER FUNDS AVAILABLE TO THE GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in Section 1 of the Resolution unless the context requires otherwise.

WHEREAS, the Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State of New Mexico and more specifically Section 4-20-1, as amended;

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority's Rules Governing the Local Government Planning Fund and NMSA 1978, §6-21-6.4, as amended; and

WHEREAS, the Governing Body hereby determines that the Project may be financed with amounts granted pursuant to the Grant Agreement, that the Grant Amount, together with the Local Match, if applicable, and other moneys available to the Grantee, is sufficient to complete the Project, and that it is in the best interest of the Grantee and the public it serves that the Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Grant Agreement, accept the Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and a Planning Document must be completed within one (1) year from the Closing Date,

or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grant Agreement shall not constitute a general obligation of the Grantee or a debt of pledge of the faith and credit of the Grantee, the Finance Authority or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the form of the Grant Agreement which is incorporated by reference and made a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Grant Amount for the purposes described and according to the restrictions set forth in the Grant Agreement; and (ii) the authorization, execution and delivery of the Grant Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF QUAY COUNTY, NEW MEXICO:

Section 1. Definitions. All terms used herein have the same definition as contained in the draft Grant Agreement, dated September 25, 2020.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Grantee and officers of the Grantee, directed toward the Project and the execution and delivery of the Grant Agreement, shall be and the same hereby is ratified, approved and confirmed.

Section 3. Authorization of the Project and the Grant Agreement. The Project and the method of funding the Project through execution and delivery of the Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Grantee and the public it serves.

Section 4. Findings. The Governing Body on behalf of the Grantee hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to evaluate the location of a proposed route for a County Road Project; determine easements/right-of-way requirements; analyze surface water drainage; identify environmental, cultural, social and physical constraints potentially affecting the project; and identify the preliminary costs of design and construction of the proposed route. The project will create a shorter route for access to emergency services such as ambulance, fire and law enforcement for the safety of the citizens in this area of the County. The PER will follow USDA Bulletin 1780-2 as applicable.

B. The costs of the Project are beyond the local control and resources of the Grantee.

C. The Project and the execution and delivery of the Grant Agreement pursuant to the Act to provide funds for the financing of the Project are in the interest of the public health, safety and welfare of the public served by the Grantee.

D. The Grantee will perform (or cause to be performed) the Project with the proceeds of the Planning Grant and will utilize the Project for the purposes set forth in the Grant Agreement.

E. The Grantee will forfeit the Planning Grant if the Grantee fails to utilize the Grant Amount within one (1) year of the Closing Date.

F. The Local Match is legally available to be applied to the Project.

Section 5. Grant Agreement—Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of either a majority of a quorum of the Governing Body or of all members. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Grantee and by the other qualifying entities involved in the Project, if any, and performing the Project, it is hereby declared necessary that the Grantee execute and deliver the Grant Agreement evidencing the Grantee's acceptance of the Grant Amount of \$24,270.33 and the availability of the Local Match in the amount of \$24,270.33 or other funds to be utilized solely for the Project and solely in the manner and according to the restrictions set forth in the Grant Agreement, the execution and delivery of which are hereby authorized. The Grantee shall use the proceeds of the Grant and the Local Match," if applicable, to finance the performance of the Project. The Project will be owned by the Grantee and will be utilized by the Grantee as set forth in the Grant Agreement.

B. Detail. The Grant Agreement shall be in substantially the form of the Grant Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Grant shall be in the amount of \$24,270.33.

Section 6. Approval of Grant Agreement. The form of the Grant Agreement as presented at the meeting of the Governing Body at which this Resolution was adopted is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Grant Agreement with such changes, insertions, and deletions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Grantee on the Grant Agreement and attest the same. The execution of the Grant Agreement shall be conclusive evidence of such approval.

Section 7. Disposition of Proceeds; Completion of Acquisition of the Project.

A. Grant Account. The Grantee hereby consents to creation of the Grant Account by the Finance Authority and approves of the deposit of the Grant Amount into the Grant Account. Until the Completion Date, the money in the Grant Account shall be used and paid out

solely for the purpose of the Project in compliance with applicable law and the provisions of the Grant Agreement.

B. Completion of Acquisition of the Project. The Grantee shall proceed to acquire and complete the Project with all due diligence. Upon the Completion Date, the Grantee shall execute a certificate substantially in the form attached as Exhibit “C” to the Grant Agreement stating that acquisition of and payment for the Project have been completed. As soon as practicable and, in any event, not more than sixty (60) days after the Completion Date, any balance remaining in the Grant Account shall be transferred and returned to the Local Government Planning Grant Fund.

C. Finance Authority Not Responsible. The Finance Authority shall in no manner be responsible for the application or disposal by the Grantee or by the officers of the Grantee of the funds derived from the Grant Agreement or of any other funds held by or made available to the Grantee’s in connection with use of the Project.

Section 8. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Grant Agreement, and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution and the Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Grant Agreement, including, but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Grant Agreement.

Section 9. Amendment of Resolution. This Resolution after its adoption may be amended without receipt by the Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 10. Resolution Irrepealable. After the Grant Agreement has been executed and delivered, this Resolution shall be and remain irrepealable until all obligations of the Grantee under the Grant Agreement shall be fully discharged, as herein provided.

Section 11. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 12. Repealer Clause. All bylaws, orders, resolutions, ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 13. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Grantee kept for that purpose, authenticated by the signatures of the Chairman

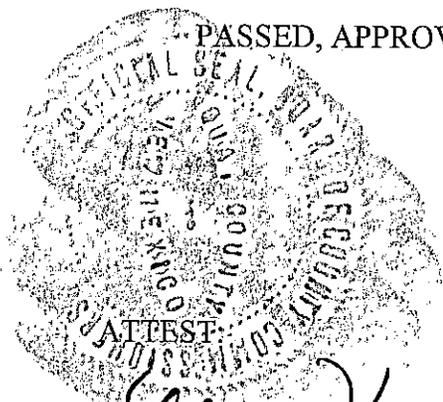
and County Clerk of the Grantee, and this Resolution shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Resolution, this Resolution shall be effective upon adoption of this Resolution by the Governing Body.

Section 14. Execution of Agreements. The Quay County through its Governing Body agrees to authorize and execute all such agreements with the Finance Authority as are necessary to consummate the Grant contemplated herein and consistent with the terms and conditions attached hereto.

PASSED, APPROVED AND ADOPTED THIS SEPTEMBER 14, 2020.

QUAY COUNTY

By Franklin McCasland
Franklin McCasland, Chairman



Ellen White
Ellen White, County Clerk

[Remainder of page intentionally left blank.]

Governing Body Member Mike Cherry then moved adoption of the foregoing Resolution, duly seconded by Governing Body Member Sue Dowell

The motion to adopt said Resolution, upon being put to a vote was passed and adopted on the following recorded vote:

Those Voting Aye:

Mike Cherry
Sue Dowell
Franklin McCasland

Those Voting Nay:

Those Absent:

Three (3) members of the Governing Body having voted in favor of said motion, the Chairman declared said motion carried and said Resolution adopted, whereupon the Chairman and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on motion duly made, seconded and carried, was adjourned.

[Signature page follows.]

QUAY COUNTY, New Mexico

By Franklin McCasland
Franklin McCasland, Chairman

By Ellen White
Ellen White, County Clerk



[Remainder of page intentionally left blank.]

STATE OF NEW MEXICO)
) ss.
COUNTY OF QUAY)

I, Ellen White, County Clerk, the duly qualified and acting record-keeping officer of the Quay County, New Mexico (the "Borrower/Grantee"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of the Quay County, New Mexico, constituting the Governing Body of the Grantee, had and taken at a duly called regular meeting held at Quay County Courthouse, Commission Chambers, 300 S. Third St., Tucumcari, New Mexico 88401, on September 14, 2020 at the hour of 9:00 a.m., insofar as the same relate to the adoption of Resolution No. 3 and the execution and delivery of the proposed Grant Agreement, a copy of which is set forth in the official records of the proceedings of the Governing Body kept in the offices of the Grantee. None of the action taken in the said proceedings has been rescinded, repealed or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the State Open Meetings Act, NMSA 1978, § 10-15-1, as amended, including, Grantee's Open Meetings Resolution No. 26, dated December 9, 2019, presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this September 25, 2020.

QUAY COUNTY, New Mexico

By Ellen White
Ellen White, County Clerk

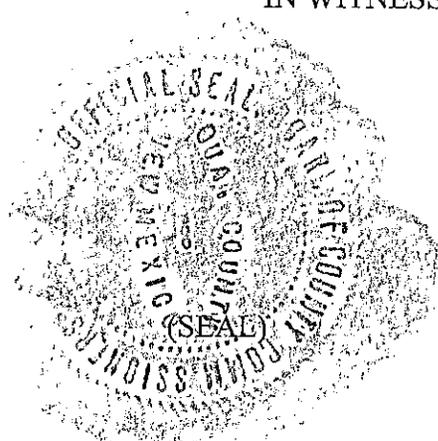
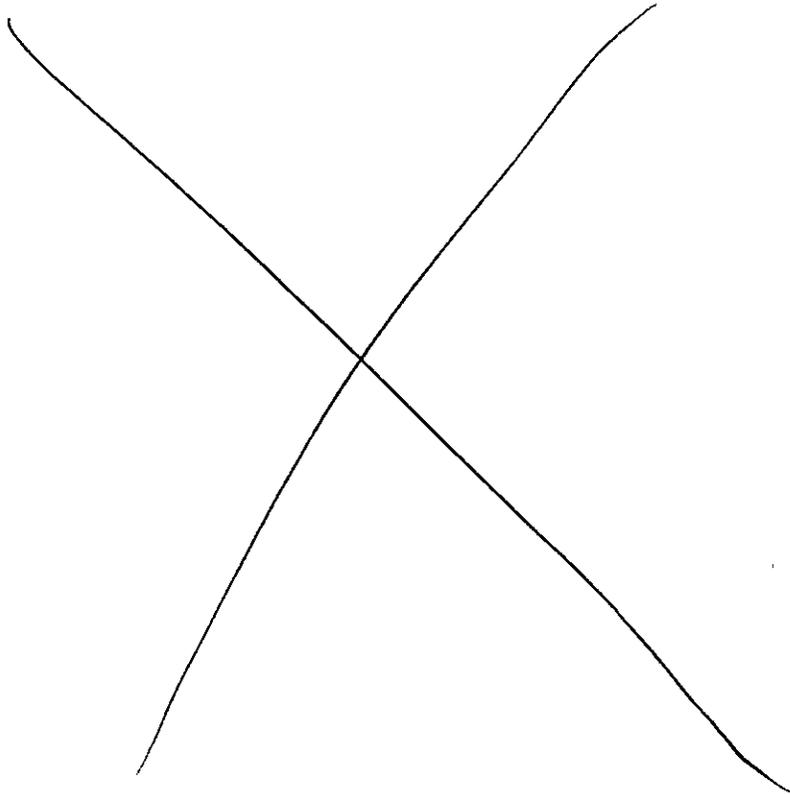


EXHIBIT "A"

Notice of Meeting





QUAY COUNTY GOVERNMENT

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

NOTICE OF PUBLIC MEETINGS

The Board of County Commissioners of Quay County at its December 9th scheduled meeting adopted 2019-2020 Resolution #26 to establish the following policy regarding public meetings.

1. By 2019-2020 Resolution No. 26 to adopt the New Mexico Open Public Meeting Policy requirements.

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

2020 Commission Meeting Dates

Month	Date - Day	Month	Date - Day	Month	Date - Day
January 13	Monday	May 11	Monday	September 14	Monday
*January 30	Thursday	*May 26	Tuesday	September 28	Monday
February 10	Monday	June 8	Monday	October 12	Monday
February 24	Monday	*July 2	Thursday	October 26	Monday
March 9	Monday	July 13	Monday	November 9	Monday
March 23	Monday	July 27	Monday	November 23	Monday
April 13	Monday	August 10	Monday	December 14	Monday
April 27	Monday	August 24	Monday		

*January 30th is Thursday to accommodate staff & advertising notices following Legislative Conference

*May 26th is Tuesday following the Memorial Day holiday

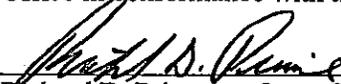
*July 2nd is Thursday to accommodate staff & advertising notices following Annual Conference.

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

2. Established by 2019-2020 Resolution #26 that the following is determined to be reasonable notice for any public meeting for the Board of County Commissioners or of any policymaking agency or authority of the Board for the calendar year 2020.

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

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


 Richard D. Primrose, Quay County Manager

**COUNTY OF QUAY
FISCAL YEAR 2019-2020
Resolution No. 26**

*A Resolution for Determination of Reasonable
Notice of Meeting of County Boards
And Date and Time of Regular Meetings*

WHEREAS, Sections 10-15-1 to 10-15-4 of the Open Meetings Act, NMSA 1978 require that all meetings of quorum of members of any county board held for the purpose of formulating public policy, discussing public business, or taking action within the authority of the board are to be open to the public; and

WHEREAS, the Open Meetings Act further requires reasonable notice to the public for said meetings; and

WHEREAS, said Act also provides that the board shall determine at least annually what notice shall be reasonable for the public meetings; and

WHEREAS, the Board of Commissioners for Quay County, New Mexico wishes to fully comply with the provisions of the Open Meetings Act.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Quay County that the following is hereby determined to be reasonable notice for any meeting of the Board for the calendar year 2020 and that notice of the determination and the Regular Meeting dates shall be published once a week for two consecutive weeks in the legal section of a newspaper of general circulation with the County of Quay.

Section 1 – NOTICE REQUIREMENTS

- A. Notice requirements for REGULAR MEETINGS are met:
1. When the above referenced legal notice has been published and a notice of date, time, place and agenda has been posted in a conspicuous place at the Quay County Courthouse, and is available to the public and media at least seventy-two (72) hours prior to the meeting; or
 2. By public announcement of the time and place of such meeting made at the previous regular meeting.
- B. SPECIAL MEETINGS – the chairperson or a majority of the members of the County Commission may call for a Special Meeting to be held on dates other than the Regular Meeting dates. Notice requirements for Special Meetings are met:
1. By posting a notice and agenda for the Special Meeting on the main bulletin board of the Quay County Courthouse at least twenty-four (24) hours prior to the commencement of the Special Meeting; or
 2. By announcement of the Special Meeting during a Regular or Special Meeting held at least twenty-four (24) hours before the commencement of such Special Meeting; and
 3. By providing a written notice of the agenda for the Special Meeting to all local media representatives that have filed a request for notice of public meetings.

- C. EMERGENCY MEETINGS – may be scheduled by the chairperson or a majority of the Commission members to deal with unforeseen circumstances, which demand immediate action to protect the health, safety, or property of citizens or the public from substantial financial loss. Notice requirements for an Emergency Meeting are met:
1. Upon the issuance and posting of an agenda in a conspicuous place in the Courthouse three (3) hours prior to the Emergency Meeting unless threat of personal injury or property damage compel less notice. The County Manager will provide telephone/facsimile notice to the news media of emergency meetings as timely as possible given the nature of the emergency.

Section 2 – REGULAR MEETING DATES AND TIME

Unless otherwise specified, regular meetings shall be held at 9:00 a.m. on the second and fourth Monday of each month in the County Commission Chambers of the Quay County Courthouse. The agenda will be available at least seventy-two (72) hours prior to any regular meetings in the offices of the County Manager and County Clerk located in the County Courthouse, 300 South Third Street in Tucumcari, New Mexico.

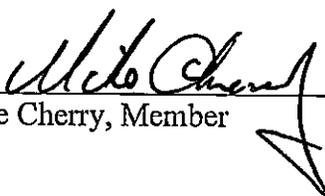
IT IS ALSO RESOLVED, that substantial conformance with any one of the foregoing methods of giving notice shall constitute compliance with this resolution, and that nothing herein shall prevent the use of additional means or methods of giving notice or Regular, Special, or Emergency Meetings and other such notice for any public meeting for which notice has been given and which is recessed. However, in recessing the meeting, the presiding officer shall announce the time and place the meeting shall resume.

PASSED, APPROVED AND ADOPTED, this 9th day of December, 2019.

QUAY COUNTY BOARD OF COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, County Clerk

6. The Resolution and the Grant Agreement have been duly signed and adopted in accordance with all applicable laws and neither has been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Grantee to carry out and enforce the provisions of the Grant Agreement.

7. No event will result from the execution and delivery of the Grant Agreement that constitutes a default or an Event of Default under either the Grant Agreement or the Resolution, and no Event of Default and no default under the Grant Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

8. The Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Grant Agreement to have been authorized, approved, performed or consummated by the Grantee at or prior to the date of this Certificate. The Grantee has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution and the Grant Agreement.

9. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Grant Agreement or any of the actions required to be taken by the Resolution or the Grant Agreement to the date of this Certificate have been obtained and are in full force and effect.

10. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the completion of the Project have been obtained and are in full force and effect.

11. Neither the Grantee's adoption of the Resolution nor any action contemplated by or pursuant to the Resolution or the Grant Agreement conflicts or will conflict with, or constitute a breach by the Grantee of, or default by the Grantee under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Grantee is subject or by which it is bound.

12. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Grantee, at law or in equity, by or before any court, public board or body, nor to the Grantee's knowledge is there any basis therefore, affecting the existence of the Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Grantee, (b) the use of the proceeds of the Grant Agreement for the Project, (c) the validity or enforceability of the Grant Agreement or any proceedings of the Grantee with respect to the Grant Agreement or the Resolution, (d) the execution and delivery of the Grant Agreement or (e) the power of the Grantee to carry out the transactions contemplated by the Grant Agreement or the Resolution.

13. From at least September 26, 2019, to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers and members of the Governing Body of the Grantee:

Chairman: Franklin McCasland
Members: Mike Cherry
Sue Dowell

County Clerk: Ellen White

14. To the best of our knowledge and belief after due investigation, none of the Events of Default referred to in Article IX of the Grant Agreement has occurred.

15. The Grantee has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Grantee contained in the Grant Agreement and in the Resolution are true and correct as of the date of this Certificate.

16. To the best of our knowledge and belief after due investigation, neither the Chairman, County Clerk, any member or director of the Governing Body of the Grantee, nor any other officer, employee or other agent of the Grantee is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

17. Regular meetings of the Grantee's Governing Body and the meeting at which the Resolution was adopted have been held at Quay County Courthouse, Commission Chambers, 300 S. Third St., Tucumcari, New Mexico 88401, the principal meeting place of the Grantee.

18. The Grantee's Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Grantee's Governing Body in connection with the Grant Agreement. The Open Meetings Act Resolution No. 26 (the "Open Meetings Act Resolution") adopted and approved by the Governing Body on December 9, 2019 establishes notice standards as required by Section 10-15-1, NMSA 1978, as amended and supplemented. The Open Meetings Act Resolution has not been amended or repealed. All action of the Governing Body with respect to the Grant Agreement and Resolution was taken at meetings held in compliance with the Open Meetings Act Resolution then in effect.

19. The Chairman and County Clerk, on the date of the signing of the Grant Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Grantee authorized to execute the Grant Agreement.

20. This Certificate is for the benefit of the Finance Authority.

21. This Certificate may be executed in counterparts.

[Signature page follows.]

WITNESS our signatures and the seal of the Grantee this September 25, 2020.



QUAY COUNTY

By Franklin McCasland
Franklin McCasland, Chairman

By Ellen White
Ellen White, County Clerk

\$24,270.33

PLANNING GRANT AGREEMENT

dated

September 25, 2020

by and between

NEW MEXICO FINANCE AUTHORITY

and

**QUAY COUNTY
New Mexico**

PLANNING GRANT AGREEMENT

THIS PLANNING GRANT AGREEMENT (the “Grant agreement”), dated September 25, 2020, is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”) and Quay County, New Mexico (the “Grantee”).

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate, separate and apart from the State of New Mexico (the “State”), constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978 §§ 6-21-1 through 6-21-31, as amended, (the “New Mexico Finance Authority Act”); and

WHEREAS, NMSA 1978, § 6-21-6.4, as amended, creates the Local Government Planning Fund to be administered by the Finance Authority to make Grants to qualified entities to pay administrative costs of the local government planning fund program; and

WHEREAS, Grantee is a legally and regularly created, established, organized and existing County, in good standing under the general laws of the State and more specifically Section 4-20-1, as amended; and

WHEREAS, the Grantee is qualified to receive the Planning Grant pursuant to the Finance Authority’s Rules and NMSA 1978, § 6-21-6.4, as amended; and

WHEREAS, the Grantee has applied to the Finance Authority for Planning Grant (as defined below) funding and has determined that it is in the best interest of the Grantee and the public it serves that the Grantee enter into this Grant Agreement with the Finance Authority and accept a grant in the amount of \$24,270.33 from the Finance Authority to carry out the Project, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the Grantee acknowledges and understands that the Planning Grant must be expended and the Planning Documents must be completed within one (1) year from the Closing Date, or the Grantee will forfeit the ability to draw Grant funds from the Local Government Planning Fund; and

WHEREAS, the Grantee is prepared to perform all its obligations and to observe and obey all restrictions on the use of the Grant set forth in this Grant Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE I: DEFINITIONS

As used in this Agreement, including the foregoing recitals, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise

(such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Agreement Term” means the term of this Grant Agreement as provided under Article III of this Grant Agreement.

“Authorized Officers” means in the case of the Grantee the Chairman of the Governing Body, and in the case of the Finance Authority the Chairperson, Vice-Chairperson and Secretary of the Board of Directors and the Chief Executive Officer, or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Closing Date” means the date of execution, delivery and funding of this Grant Agreement.

“Event of Default” means one or more events of default as defined in Article IX of this Grant Agreement.

“Finance Authority” means the New Mexico Finance Authority.

“Force Majeure” means any act of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes, lockouts or other labor difficulties, or any law, rule, regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within such party’s control.

“Governing Body” means the Board of County Commissioners of the Grantee, or any future governing body of the Grantee.

“Grant or Grant Amount” means the sum of \$24,270.33.

“Grant Account” means the account in the name of the Grantee established pursuant to this Grant Agreement and held by the Finance Authority for deposit of the Grant Amount for disbursement to the Grantee for payment of the costs of the Project.

“Grant Agreement” means this grant agreement and any amendments or supplements hereto, including the Exhibits attached hereto.

“Grantee” means Quay County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove,” “hereafter” and similar words refer to this entire Grant Agreement and not solely to the particular section or paragraph of this Grant Agreement in which such word is used.

“Local Government Planning Fund” means the fund of the same name created pursuant to the Act and held and administered by the Finance Authority.

“Local Match” means \$24,270.33.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Planning Document” means a written document in the form of a Preliminary Engineering Report, created for the purpose of evaluating and estimating the costs of alternatives to meet the Grantee’s public project needs.

“Planning Grant” or “Grant” means the amount provided to the Grantee pursuant to the Grant Agreement for the purpose of funding the Project and is equal to the Grant Amount.

“Policy” or “Policies” means the New Mexico Finance Authority Local Government Planning Fund Project Management Policies.

“Project” means the preparation of the Planning Document as more particularly described in Exhibit “A” hereto.

“Resolution” means the Grantee’s Resolution No. 3 adopted on September 14, 2020, authorizing the Grantee’s acceptance of the terms and conditions of this Grant Agreement.

“Rules” mean the Rules governing the Local Government Planning Fund as adopted by the Board of Directors of the Finance Authority, as amended and supplemented from time to time.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1. Representations, Warranties and Covenants of the Grantee. The Grantee represents, warrants and covenants as follows:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Grantee contained in this Grant Agreement and the Resolution shall be deemed to be the covenants, stipulations, obligations and agreements of the Grantee to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Grantee and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreement shall be transferred by or in accordance with law. Except as otherwise provided in this Grant Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Grantee by the provisions of this Grant Agreement and the Resolution shall be exercised or performed by the Grantee or by such residents, officers, or officials of the Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Grant Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Grantee or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer

executing this Grant Agreement shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Grant Agreement. The Grantee is a County duly organized and existing under the statutes and laws of the State, specifically Section 4-20-1, as amended. Pursuant to the laws of the State, as amended and supplemented from time to time, the Grantee is authorized to enter into the transactions contemplated by this Grant Agreement and to carry out its obligations hereunder. The Grantee has duly authorized and approved the execution and delivery of this Grant Agreement and the other documents related to the transaction.

(d) Use of Grant Agreement Proceeds. The Grantee shall apply the proceeds of the Grant solely to the acquisition and completion of the Project, shall not use the Grant proceeds for any other purpose, and shall comply with all applicable ordinances and regulations, if any, and any and all applicable laws relating to the Project. The Grantee shall immediately apply all Grant proceeds disbursed to it toward the Project. The Grantee shall use the Grant proceeds and complete the Planning Document within one (1) year of the Closing Date or shall forfeit the full amount of the Grant.

(e) Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Grantee.

(f) Completion of Project. The Project will consist of the preparation of the Planning Document to prepare a Preliminary Engineering Report to evaluate the location of a proposed route for a County Road Project, and will be completed so as to comply with all applicable ordinances and regulations, if any, and any and all applicable laws, rules, and regulations of the State relating to the acquisition and completion of the Project and to the use of the Grant proceeds. If requested by the Finance Authority, the Grantee will allow the New Mexico Environment Department or other appropriate agency of the State, or the Finance Authority to assist with completion of the Project and to review the Project as completed to assure compliance with applicable laws, rules and regulations of the State. The completed Planning Document must be in a form acceptable to and approved by the Finance Authority, in its sole discretion.

(g) Necessity of Project. The completion of the Project under the terms and conditions provided in this Grant Agreement is necessary, convenient and in furtherance of the governmental purposes of the Grantee and is in the best interest of the Grantee and the public it serves.

(h) Legal, Valid and Binding Obligation. The Grantee has taken all required action necessary to authorize the execution and delivery of this Grant Agreement and this Grant Agreement constitutes a legal agreement of the Grantee enforceable in accordance with its terms.

(i) Benefit to Grantee. The Project will at all times be used for the purpose of benefiting the Grantee and the public it serves as a whole.

(j) Grant Amount Does Not Exceed Project Cost. The Grant Amount as provided herein does not exceed the cost of the Project.

(k) No Breach or Default Caused by Grant Agreement. Neither the execution and delivery of this Grant Agreement, nor the fulfillment of or compliance with the terms and conditions in this Grant Agreement, nor the consummation of the transactions contemplated herein conflicts with or results in a breach of any terms, conditions or provisions of, or any restrictions contained in, any agreement or instrument to which the Grantee is a party or by which the Grantee is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocability of Grant Agreement. The terms of this Grant Agreement shall be irrevocable until the Project has been fully acquired and completed, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Grant Agreement in a manner not permitted or contemplated by the terms hereof.

(m) No Litigation. To the best knowledge of the Grantee, no litigation or proceeding is pending or threatened against the Grantee or any other person affecting the right of the Grantee to execute this Grant Agreement or to comply with its obligations under this Grant Agreement. Neither the execution of this Grant Agreement by the Grantee nor compliance by the Grantee with the obligations hereunder requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(n) Occurrence of Event of Default. No event has occurred, and no condition exists which, upon the execution and delivery of this Grant Agreement, would constitute an Event of Default on the part of the Grantee hereunder.

(o) Grantee's Existence. The Grantee will maintain its legal identity and existence for the Agreement Term, unless another political subdivision by operation of law succeeds to the liabilities, rights, and duties of the Grantee without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(p) Reports to Finance Authority. The Grantee shall report at least semi-annually to the Finance Authority on the status of the Planning Document.

(q) Records. The Grantee shall properly maintain separate project accounts in accordance with generally accepted accounting principles and conduct an annual audit or review of the Grantee's financial records related to the Project.

(r) Local Match. The Local Match is legally available for the Project, has been applied by Grantee solely for the purposes of the Project and sufficient evidence of the Local Match has been provided to the Finance Authority.

Section 2.2. Representations, Warranties and Covenants of the Finance Authority. The Finance Authority represents, warrants and covenants as follows:

(a) The Finance Authority is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Grant Agreement and, by proper action, has duly authorized the execution and delivery of this Grant Agreement.

(b) This Agreement constitutes a legal, valid and binding obligation of the Finance Authority enforceable in accordance with its terms.

ARTICLE III: AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate upon the earliest of the following events: a determination by the Finance Authority that (a) the Grantee is unable to proceed with the Project for the foreseeable future or has failed to commence the Project in a reasonably timely manner, (b) the Grant or any portion thereof is not necessary for the Project (in which case the Grant Amount may be modified by the Finance Authority) or (c) the Grantee has failed to utilize the Planning Grant to complete the Planning Document within one year of the Closing Date.

ARTICLE IV: GRANT; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the amount shown on Exhibit "A" into the Grant Account to be disbursed by the Finance Authority pursuant to Section 6.2 of this Grant Agreement at the direction of the Grantee, as needed by the Grantee to acquire and complete the Project.

ARTICLE V: GRANT TO THE GRANTEE

Section 5.1. Grant to the Grantee. The Finance Authority hereby grants, and the Grantee hereby accepts an amount equal to the Grant Amount. The Finance Authority shall establish and maintain, on behalf of the Grantee, a Grant Account, which Grant Account shall be kept separate and apart from all other accounts of the Finance Authority. The Grantee hereby pledges to the Finance Authority all its rights, title and interest in the funds held in the Grant Account for the purpose of securing the Grantee's obligations under this Grant Agreement. Funds in the Grant Account shall be disbursed as provided in Sections 6.2 and 6.3 hereof.

Section 5.2. No General Obligation. No provision of this Grant Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.3. Investment of Moneys in Grant Account. Money on deposit in the Grant Account may be invested by the Finance Authority for the credit of the Local Government Planning Fund.

ARTICLE VI: THE PROJECT

Section 6.1. Agreement to Acquire and Complete the Project. The Grantee hereby agrees that in order to effectuate the purposes of this Grant Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire and complete the Project lawfully, efficiently and within one (1) year of the Closing Date.

Section 6.2. Disbursements from the Grant Account. So long as no Event of Default shall occur, the Finance Authority shall disburse moneys from the Grant Account, either to the Grantee or to vendors and contractors, as determined by the Finance Authority in its sole discretion, upon receipt by the Finance Authority of a requisition substantially in the form of Exhibit "B" attached hereto signed by an Authorized Officer of the Grantee, supported by certification by the Grantee's project architect, engineer, or other such authorized representative of the Grantee acceptable to the Finance Authority that the amount of the disbursement request represents the progress of completion, acquisition or other Project related activities accomplished as of the date of the disbursement request. The Grantee shall provide such records or access to the Project as the Finance Authority, in its sole discretion, may request in connection with the approval of the Grantee's disbursement requests made hereunder. No disbursement from the Grant Account may be made without receipt of evidence of the Local Match.

Section 6.3. Determination of Eligibility as condition Precedent to Disbursement. Prior to the disbursement of the Grant Amount or any portion thereof, the Finance Authority shall have determined that the Grantee has met the readiness to proceed requirements established for the Grant by the Finance Authority and no Event of Default shall have occurred. No disbursement shall be made from the Grant Account except upon a determination by the Finance Authority that such disbursement is for payment of Project expenses, and that the disbursement does not exceed any limitation upon the amount payable.

Section 6.4. Reimbursement for Prior Expenditures. The Finance Authority, so long as no Event of Default shall occur and upon presentation of the Grantee's disbursement request with such certification and records as are required in accordance with Section 6.2 hereof, may disburse moneys from the Grant Account for reimbursement of Project expenses incurred after the Finance Authority Board of Directors approved the grant on September 26, 2020.

Section 6.5. Completion of Disbursement of Grant Funds. Upon completion of disbursement of the Grant Amount, an Authorized Officer of the Grantee shall deliver a certificate of completion, substantially in the form attached to this Grant Agreement as Exhibit "C", to the Finance Authority stating that, to the best of the Authorized Officer's knowledge the Project has been completed and the entire Grant Amount has been disbursed in accordance with the terms of this Grant Agreement. If any portion of the Grant Amount remains upon the

delivery of the certificate of completion, the Finance Authority may, in its sole discretion, modify this Grant Agreement and reduce the amount of the Grant.

ARTICLE VII: COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1. Further Assurances and Corrective Instruments. The Finance Authority and the Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the terms and intention hereof.

Section 7.2. Finance Authority and Grantee Representatives. Whenever under the provisions of this Grant Agreement the approval of the Finance Authority or the Grantee is required, or the Grantee or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Grantee by an Authorized Officer of the Finance Authority or the Grantee, as the case may be, and any party hereto shall be authorized to act or rely on any such approval or request.

Section 7.3. Requirements of Law. During the Agreement Term, the Grantee shall observe and comply promptly with all applicable federal, State and local laws and regulations affecting the Project, and all current and future orders of all courts and agencies of the State having jurisdiction over the Project and matters related to the Project.

ARTICLE VIII: NON-LIABILITY OF FINANCE AUTHORITY FOR ACTS OR OMISSIONS OF THE GRANTEE; INDEMNIFICATION

Section 8.1. Non-Liability of Finance Authority. The Finance Authority shall not be liable in any manner for the Project, Grantee's use of the Grant, the ownership, operation or maintenance of the Project, or any failure to act properly by the owner or operator of the Project.

Section 8.2. Indemnification of Finance Authority. The Finance Authority shall not be responsible for any act or omission of the Grantee upon which any claim, by or on behalf of any person, firm, corporation or other legal entity may be made, whether arising from the establishment or modification of the Project or otherwise. To the extent permitted by law, the Grantee shall and hereby agrees to indemnify and save harmless the Finance Authority and its designee, if any, from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition and completion of the Project. In the event of any action or proceeding brought on any such claim, upon notice from the Finance Authority or its designee, Grantee shall defend the Finance Authority and its designee, if any, in any such action or proceeding.

ARTICLE IX: EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. Any one of the following shall be an Event of Default under this Agreement:

(a) Use of the Grant Amount, or any portion thereof, by the Grantee for purposes other than the Project;

(b) Failure by the Grantee to utilize the Grant proceeds to complete the Project within one (1) year of the Closing Date;

(c) Failure by the Grantee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under this Grant Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Grantee by the Finance Authority, unless the Finance Authority shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority, but cannot be cured within the applicable thirty (30) day period, the Finance Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of Force Majeure the Grantee is unable to carry out the agreements on its part herein contained, the Grantee shall not be deemed in default under this paragraph during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default); or

(d) Any warranty, representation or other statement by or on behalf of the Grantee contained in this Grant Agreement or in any instrument furnished in compliance with or in reference to this Grant Agreement is false or misleading in any material respect.

Section 9.2. Remedies on Default. Whenever any Event of Default has occurred and is continuing, and subject to Section 9.3 hereof, the Finance Authority may take whatever of the following actions may appear necessary or desirable to enforce performance of any agreement of the Grantee in this Grant Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Grant Agreement;

(c) Cease disbursing any further amounts from the Grant Account;

(d) Demand that the Grantee immediately repay the Grant Amount or any portion thereof if such funds were not utilized in accordance with this Grant Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority; or

(f) Take whatever other action at law or in equity may appear necessary or desirable to enforce any other of its rights hereunder.

The Grantee shall be responsible for reimbursing the Finance Authority for any and all fees and costs incurred in enforcing the terms of this Grant Agreement.

Section 9.3 Limitations on Remedies. A judgment requiring repayment of money entered against the Grantee may reach any available funds of the Grantee to the extent permitted by law.

Section 9.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Finance Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority to exercise any remedy reserved in this Article IX, it shall not be necessary to give any notice, other than such notice as may be required in this Article IX.

Section 9.5. Waivers of Events of Default. The Finance Authority may in its sole discretion waive any Event of Default hereunder and the consequences of such an Event of Default; provided, however, all expenses of the Finance Authority in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the Finance Authority. In case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority on account of any Event of Default shall have been discontinued or abandoned or determined adversely, then the Finance Authority and the Grantee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 9.6. No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE X: MISCELLANEOUS

Section 10.1. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Grantee, then to:

Quay County
Attn.: County Manager
Quay County Courthouse
300 S. Third Street
Tucumcari, New Mexico 88401

And if to the Finance Authority, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
207 Shelby Street
Santa Fe, New Mexico 87501

The Grantee and the Finance Authority may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.2. Binding Effect. This Grant Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Grantee and their respective successors and assigns, if any.

Section 10.3. Amendments. This Grant Agreement may be amended only with the written consent of the Finance Authority and the Grantee.

Section 10.4. No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Grant Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, or against any officer, employee, director or member of the Grantee, past, present or future, as an individual so long as such individual was acting in good faith and within the scope of his or her duties. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Grantee or of the Finance Authority is hereby expressly waived and released by the Grantee and by the Finance Authority as a condition of and in consideration for the execution of this Agreement.

Section 10.5. Grantee Compliance. The Finance Authority shall not be responsible for assuring the Grantee's use of the Grant Amount or the Project for its intended purpose and shall have no obligation to monitor compliance by the Grantee with the provisions of this Grant Agreement.

Section 10.6. Severability. In the event that any provision of this Grant Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.7. Execution in Counterparts. This Grant Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8. Applicable Law. This Grant Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Grant Agreement.

[Remainder of page intentionally left blank.]

[Signature pages follow.]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as authorized by the Finance Authority Board of Directors on September 26, 2019, has executed this Grant Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly Authorized Officers; and the Grantee has caused this Grant Agreement to be executed in its corporate name and the seal of the Grantee affixed and attested by its duly Authorized Officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Approved for Execution by Officers of the
New Mexico Finance Authority:

By _____
Daniel C. Opperman, Chief Legal Officer



QUAY COUNTY

By Franklin McCasland
Franklin McCasland, Commission Chair

By Ellen White
Ellen White, County Clerk

EXHIBIT "A"

TERM SHEET

Grantee: Quay County

Project Description: Preparation of a Planning Document consisting of a Preliminary Engineering Report to evaluate the location of a proposed route for a County Road Project; determine easements/right-of-way requirements; analyze surface water drainage; identify environmental, cultural, social and physical constraints potentially affecting the project; and identify the preliminary costs of design and construction of the proposed route. The project will create a shorter route for access to emergency services such as ambulance, fire and law enforcement for the safety of the citizens in this area of the County. The PER will follow USDA Bulletin 1780-2 as applicable.

Total Grant Amount: \$24,270.33

Local Match: \$24,270.33

Closing Date: September 25, 2020

EXHIBIT "B"
FORM OF REQUISITION

RE: \$24,270.33 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Quay County, New Mexico ("Grantee"), Finance Authority Grant Number PG-5049 (the "Grant Agreement").

Closing Date: September 25, 2020

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse funds from the Grant Account, with regard to the above-referenced Grant Agreement, the following:

REQUISITION NUMBER: 1

PAYMENT AMOUNT: \$24,270.33

NAME AND ADDRESS OF PAYEE: Quay County
PO Box 1246, Tucumcari NM 88401

PURPOSE OF PAYMENT: Preliminary Engineering Report

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

Each obligation, item of cost or expense mentioned herein is for the Grant made by the New Mexico Finance Authority pursuant to the Grant Agreement to the Grantee, within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Grant Account held on behalf of the Grantee. All representations contained in the Grant Agreement and the related closing documents remain true and correct and the Grantee is not in breach of any of the covenants contained therein.

Capitalized terms used herein are used as defined or as used in the Grant Agreement.

DATED: September 14, 2020

By: Franklin McCarland
Authorized Officer of the Grantee

Print Name: Franklin McCarland

Title: Commission Chairman

EXHIBIT "C"

FORM OF CERTIFICATE OF COMPLETION

RE: \$24,270.33 Planning Grant Agreement (the "Grant Agreement") by and between the New Mexico Finance Authority ("Finance Authority") and Quay County, New Mexico ("Grantee"), Finance Authority Grant Number PG-5049 (the "Grant Agreement").

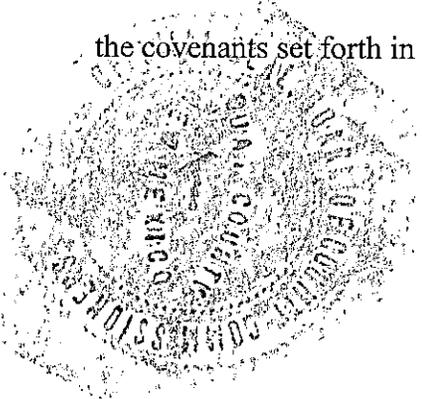
Closing Date: September 25, 2020

TO: NEW MEXICO FINANCE AUTHORITY

I, Franklin McLasland the Commission Chairman of
[Name] [Title or position]

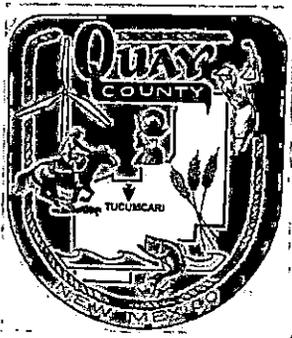
the Grantee, hereby certify as follows:

1. The project described in the Grant Agreement (the "Project") was completed and placed in service by the Grantee on August 14, 2020.
2. The total cost of the Project was \$ 48,540.66.
3. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Grant Agreement.



Quay County

By: Franklin McLasland
Franklin McLasland
Its: Commission Chairman



QUAY COUNTY GOVERNMENT

FISCAL YEAR 2020-2021

RESOLUTION NO. 4

A RESOLUTION ADOPTING THE FY 2022-2026 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP)

WHEREAS, The County of Quay recognizes that the financing of capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in time of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts to project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE QUAY COUNTY COMMISSION that:

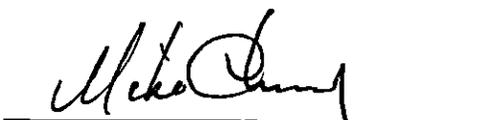
1. The county has adopted the attached FY 2022-2026 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This resolution supersedes Resolution No. 11 for FY 2019-2020.

PASSED, APPROVED AND ADOPTED by governing body at its meeting of September 14th, 2020.

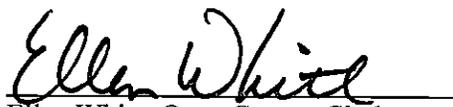
QUAY COUNTY COMMISSION


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, Quay County Clerk

Infrastructure Capital Improvement Plan FY 2022-2026

Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
36219	2022	001	Quay Road 63 Construction	Transportation - Highways/Roads/Bridges	0	1,250,000	0	0	0	0	1,250,000	1,250,000	No
36222	2022	002	Quay Road 62.9 Construction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No
27887	2022	003	Quay County Detention Center Renovations	Facilities - Other	225,000	500,000	0	0	0	0	725,000	500,000	No
24423	2022	004	Bridge #1042 on Historic Rt. 66	Transportation - Highways/Roads/Bridges	0	250,000	3,000,000	0	0	0	3,250,000	3,250,000	Yes
37518	2022	005	Sheriff's Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
36223	2022	006	Quay Road AR Construction	Transportation - Highways/Roads/Bridges	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
35893	2022	007	Quay Road AP Construction	Transportation - Highways/Roads/Bridges	0	550,000	300,000	0	0	0	850,000	850,000	No
31133	2022	008	Asset Management Procedure Plan	Other - Other	50,000	100,000	0	0	0	0	150,000	100,000	No
37753	2022	009	Fire & EMS Radio Equipment Upgrade	Equipment - Public Safety Equipment	0	100,000	0	0	0	0	100,000	100,000	No
32711	2023	001	Ute Reservoir Watershed Restoration	Water - Storm/Surface Water Control	0	0	500,000	0	0	0	500,000	500,000	No
23125	2023	002	Dump Truck Equipment	Equipment - Other	0	0	350,000	0	0	0	350,000	350,000	No
23127	2023	003	Pneumatic Roller	Equipment - Other	0	0	170,000	0	0	0	170,000	170,000	No
27731	2023	004	Courthouse Window Replacement	Facilities - Administrative Facilities	0	0	1,164,000	0	0	0	1,164,000	1,164,000	No

Infrastructure Capital Improvement Plan FY 2022-2026

		Equipment - Other	0	0	0	750,000	0	0	750,000	750,000	No
		Transportation - Other	0	0	0	300,000	0	0	300,000	300,000	No
23108 2024 001	Dozer Equipment										
22058 2024 002	County Vehicles										

Number of projects:	15								
Funded to date:	275,000	Year 1:	5,450,000	Year 2:	5,484,000	Year 3:	1,050,000	Year 4:	0
Grand Totals								Total Project Cost:	12,259,000
								Total Not Yet Funded:	11,984,000

DATE/20	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
8/3/2020	TONY	KING	NARAVISA	0.04	
	TONY	BERRY	NARAVISA	0.04	
	TONY	QUAY ROAD M	9600-10100	5.00	
08/05/20	LOUIS	QUAY ROAD J	6300-6750	4.50	
	LOUIS	QUAY ROAD 63	1000-1050	0.50	
	LOUIS	QUAY ROAD L	6600-6640	0.40	
	LARRY	QUAY ROAD 40	2750-3100	3.50	
	LARRY	QUAY ROAD AE	4000-4200	2.00	
08/06/20	LOUIS	QUAY ROAD 65	1350-1500	1.50	
	LOUIS	QUAY ROAD N	6500-6800	3.00	
	LOUIS	QUAY ROAD O	6600-6775	1.45	
	LOUIS	QUAY ROAD 67	1400-1500	1.00	
	LOUIS	QUAY ROAD 67.7	1350-1400	0.35	
	LARRY	QUAY ROAD 36	3600-4100	5.00	FILLED POTHOLES
	LARRY	QUAY ROAD AB	3900-4000	1.00	
	LARRY	QUAY ROAD 40	3200-3300	1.00	
	LARRY	QUAY ROAD AG	4000-4100	1.00	
	TONY	QUAY ROAD 101	1100-1500	4.00	
	TONY	QUAY ROAD 102	1500-1600	1.00	
08/11/20	TONY	QUAY ROAD 101	0700-1100	4.00	
	DONALD	QUAY ROAD AR		3.00	MOWED
	DONALD	QUAY ROAD 66		1.00	MOWED
	DONALD	QUAY ROAD AP.5		1.00	MOWED
	DONALD	QUAY ROAD 67		1.00	MOWED
	DONALD	QUAY ROAD AO		1.40	MOWED
	DONALD	MAPLE		0.08	MOWED
08/12/20	LARRY	QUAY ROAD X	3600-3900	3.00	
	LARRY	QUAY ROAD Y	3700-3800	1.00	
	LARRY	QUAY ROAD Z	3700-3800	1.00	
	LARRY	QUAY ROAD 37	3300-3400	1.00	
	LARRY	QUAY ROAD 38	2500-2600	1.00	
08/13/20	TONY	QUAY ROAD 90	1200-1700	5.00	
08/18/20	DONALD	QUAY ROAD AD		6.00	MOWED
	DONALD	QUAY ROAD AF		3.00	MOWED
	DONALD	QUAY ROAD AI		3.00	MOWED
08/19/20	LARRY	QUAY ROAD AL		2.00	MOWED
	LARRY	QUAY ROAD 63		2.00	MOWED
	LARRY	QUAY ROAD AM		0.75	MOWED
	LARRY	ALLEN		0.50	MOWED
	LARRY	QUAY ROAD AM.5		0.50	MOWED NMSU EXTENSION
	LARRY	QUAY ROAD 64.5		1.50	MOWED FLOECKS
	LOUIS	QUAY ROAD 50	1200-1800	7.53	CALL IN ROAD
08/20/20	LOUIS	QUAY ROAD 58	2200-2674	4.74	
	TONY	QUAY ROAD 93	1200-1700	5.00	
08/25/20	TONY	QUAY ROAD 93	1700-1800	1.00	

TONY	QUAY ROAD R	9300-9600	3.00
TONY	QUAY ROAD 90	1700-1800	1.00
8/27/2020 TONY	QUAY ROAD 96	0700-1300	6.00
	TOTAL		107.28

**Franchise Granted to
Southwestern Public Service Company
By
Quay County, New Mexico**

Be it resolved by the Board of County Commissioners of Quay County, New Mexico ("County") as follows:

Section 1. The County grants to Southwestern Public Service Company, a New Mexico corporation ("SPS") and doing business as Xcel Energy, and SPS's legal representatives, successors, lessees, and assigns a franchise, permit, license, right-of-way, and privilege ("Franchise") to: (a) erect, construct, obtain, own, sell, equip, extend, expand, maintain, operate, replace, repair, and remove in the County works, systems, plants, poles, pole lines, wires, distribution lines, transmission lines, guys, cables, towers, transformer stations, conduits, fixtures, structures, appurtenances, and other facilities (collectively, "Facilities" or "SPS's Facilities") to generate, store, sell, transmit, conduct, distribute, furnish, or otherwise use electric power in, within, from, across, and through the County; (b) to serve, supply, and furnish to the County and its inhabitants and others electric power for light, heat, power, and other useful purposes to the County and its inhabitants and others; and (c) to use and occupy during the life of the Franchise all streets, avenues, roads, alleys, highways, sidewalks, bridges, and other structures and places on the County public grounds, both above and below the surface of those structures and places ("places on the County public grounds"), as the places on the County public grounds now exist or as they may after the effective date of this resolution be

extended for any lawful purposes upon the terms and conditions of the Franchise.

Section 2. The Franchise shall exist and be in force from and after the effective date of this resolution for a term of 25 years.

Section 3. SPS is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in the Franchise, provided that: (i) all work done on the places on the County public grounds shall be done with the utmost diligence and the least inconvenience to the public; (ii) SPS shall within a reasonable time restore the places on the County public grounds excavated by it to their original condition as nearly as possible; and (iii) the work shall be done subject to the County's approval.

Section 4. If any proposed changes in the places on the County public grounds, or in the grades or drains of the places on the County public grounds would require a relocation of SPS's Facilities, the County shall give SPS written notice of the proposed changes at least 60 days in advance of the date the Facilities would need to be relocated. SPS shall bear the cost of relocating its Facilities. If SPS needs to cross any County street, avenue, road, alley, or highway with underground facilities, SPS will give the County prior notice of such crossing.

Section 5. SPS shall hold the County and the County's officers and agents harmless from any and all liability or claims of loss that may arise or be

incurred from the erection, construction, or operation of SPS's Facilities and that are attributable to SPS's negligence.

Section 6. SPS shall not be responsible or liable to any person, firm, corporation, association, partnership, or entity for the interruption of any service provided by SPS arising from floods, fires, wind storms, hail, ice storms, snow storms, earthquakes, accidents, acts of God, or any other cause beyond SPS's control, but in case of such interruption, SPS shall use reasonable diligence to re-establish service as soon as possible.

Section 7. All of part of any County resolutions, ordinances, or orders in conflict with the Franchise are repealed as of the effective date of this resolution.

Section 8. SPS shall, within 60 days of the date the County passes this resolution, file with the County SPS's written acceptance (in the Form of Exhibit A to this resolution) of the Franchise. Upon SPS's filing the acceptance, the Franchise shall constitute all of the terms of the Franchise granted by the County to SPS.

Section 9. The Franchise is not exclusive. Nothing in the Franchise shall prevent the County from granting to any other person, firm, corporation, association, partnership, or entity, or operating itself where proper under the law, like, similar, or different rights, privileges, and franchises.

Section 10. If any section, provision, sentence, clause, words, or phrase of this resolution is, for any reason, held to be unconstitutional, unlawful, void, invalid, or in any way unenforceable, the validity of the remaining portions of this resolution shall be unaffected by that holding.

Section 11. The Franchise granted by this resolution is subject to any New Mexico statute, constitutional provision, or court decision that authorizes County to impose a right-of-way or franchise fee upon an electric utility for use of the public right-of-way and public areas in the unincorporated portions of County

Section 12. This resolution shall become effective upon its passage as required by law and acceptance by SPS as required in this resolution.

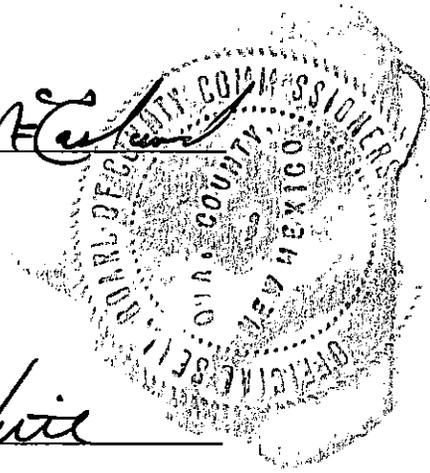
Having read and being familiar with this resolution, the Board of Commissioners of Quay County, New Mexico, has duly executed this resolution today, September 14, 2020.

THE BOARD OF COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO

By: Franklin McLean
Chairman

Attest:

Ellen L White
County Clerk



Approved:

By: _____

By: _____

Exhibit A
to
Franchise Granted to
Southwestern Public Service Company
By
Quay County, New Mexico
Dated September 14, 2020

The Board of Commissioners
of Quay County, New Mexico
Tucumcari, New Mexico

In accordance with Section 8 of the Franchise granted to Southwestern Public Service Company ("SPS") by Quay County, New Mexico, on Sept. 14, 2020, SPS, a New Mexico corporation, accepts the Franchise.

Please indicate the date of the filing of this written acceptance in the space provided and return one copy to SPS.

Dated today, September 14, 2020.

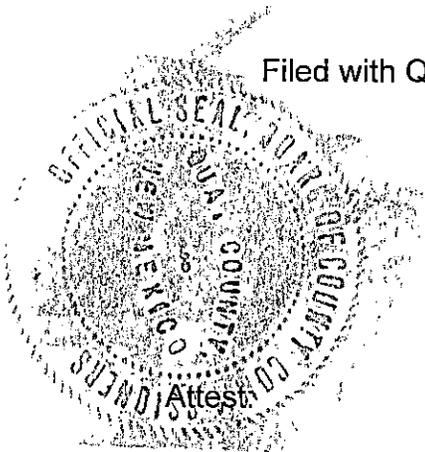
SOUTHWESTERN PUBLIC SERVICE COMPANY

By: _____
President

Filed with Quay County, New Mexico today, _____.

BOARD OF COMMISSIONERS OF
QUAY COUNTY, NEW MEXICO

By: Franklin Merland



Ellen Luchie
County Clerk

**JOINT POWERS AGREEMENT
UTE RESERVOIR WATER COMMISSION**

This Joint Powers Agreement (herein the "Agreement") creating the Ute Reservoir Water Commission (herein the "Commission") is made and entered into to be effective on the date hereinafter stated by and between the communities of Clovis, Tucumcari, Portales, San Jon, Logan, Texico, Melrose, Elida, and Grady; the County of Curry, Roosevelt and Quay; (herein referred to individually by name or collectively as the "Parties"), all of such entities being political subdivisions or public agencies as defined in the Joint Powers Agreements Act and located in either Quay, Roosevelt, or Curry County, New Mexico and empowered to enter into a Joint Powers Agreement under the laws of the State of New Mexico.

RECITALS

WHEREAS, all of the parties are interested in the acquisition and distribution of water from Ute Reservoir; Quay County, New Mexico; and,

WHEREAS, the parties have a common interest in entering into a contract with the New Mexico Interstate Stream Commission, the object of said agreement being to reserve 24,000 acre feet of water per year from Ute Reservoir; and

WHEREAS, the parties agree that water from Ute Reservoir should be held for the benefit of all of the parties to this Agreement; and,

WHEREAS, the Ute Reservoir Water Commission has served as a viable organization for the planning, development, and acquisition of water from Ute Reservoir, and provides a unified means for the acquisition of water from Ute Reservoir for the benefit of those parties to this Agreement; and,

WHEREAS, the parties desire to continue the Commission, first organized on November 19, 1987, and continued by Joint Powers Agreement effective June 30, 1989, July 1, 1991, and December 1, 1995 as amended on March 9, 2006 and,

WHEREAS, it is the desire that the Commission have the power to carry out the purposes and functions as set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERTAKINGS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

I.

AUTHORIZING STATUTES

This Agreement is entered into pursuant to the Joint Powers Agreement Act [§§11-1-1 to 11-1-7, N.M.S.A. 1978, as amended].

II.

PURPOSES

The purposes of this Agreement are to:

A. Protect and utilize future and existing water rights and water resources of the parties which are to be allocated herein.

B. Provide mechanisms, through the adoption of future joint powers agreements, for the parties to plan, develop acquire and finance a water supply and distribution system or systems to furnish, supply, and provide water for the use of the parties from sources in, upon, along, and tributary to the Canadian River and the Ute Reservoir Project and groundwater within the State of New Mexico, including the financing of water storage, conveyance and water treatment projects.

III.

CREATION OF THE UTE RESERVOIR WATER COMMISSION

A. There is hereby created a Commission pursuant to the authority granted by Section 11-1-5, N.M.S.A. 1978, composed of twelve (12) members. Any member with a water allocation, as detailed in Article IV.A. below will be a voting member and any member without a water allocation, as detailed in Article IV.A, below, will be a non-voting member. At signing of this Agreement there are nine (9) voting members and three (3) non-voting members to be appointed by the parties to this Agreement in the manner selected by each party for the appointment of its representative member as follows:

- | | |
|-------------------------|-----------------------|
| 1. City of Clovis | One Voting Member |
| 2. City of Tucumcari | One Voting Member |
| 3. City of Portales | One Voting Member |
| 4. Village of San Jon | One Voting Member |
| 5. City of Texico | One Voting Member |
| 6. Village of Melrose | One Non-Voting Member |
| 7. Village of Grady | One Voting Member |
| 8. Town of Elida | One Voting Member |
| 9. County of Curry | One Non-Voting Member |
| 10. County of Roosevelt | One Non-Voting Member |
| 11. County of Quay | One Voting Member |
| 12. Village of Logan | One Voting Member |

B. The United State of America, by and for the benefit of Cannon Air Force Base, shall be a non-voting ex-officio member, unless specified otherwise, when the terms “party” and “member” are referred to in this Agreement, they shall not include the United States of America.

C. Each member to the Agreement shall, in addition to the appointment of a member, appoint at least one alternate member to the Commission, who shall act in the absence or incapacity of the regular member.

The alternate member shall have all the powers, duties, and responsibilities of the regular member then serving as a member of the Commission. Alternate voting members may attend all meetings of the Commission and may participate in discussions of the Commission but may vote only in the absence or incapacity of the regular voting member. Non-voting members and non-voting alternate members may attend all meetings of the Commission and may participate in discussions of the Commission but may not vote.

D. Each voting member or alternate voting member serving in the absence of a regular voting member shall be entitled to one vote. Neither non-voting members nor their alternate are entitled to a vote.

E. A voting member may not frustrate conduct of the business of the Commission by failing or refusing to attend the meetings or to address the business of the Commission. If the Commission shall determine that the voting member appointed by a party has failed to attend regular meetings of the Commission, the Commission shall give written notice to the party affected by personal service or by certified mail, return receipt required, requesting the replacement of either the regular voting member, the alternate voting member or both such voting members, and setting forth the reasons for such request. The affected party shall, within thirty (30) days of the service of such notice upon the affected party appoint a new voting member and/or alternate voting member pursuant to the request contained in such notice. If the affected party fails or refuses to appoint another voting member and/or alternate within such thirty (30) days, the Commission shall appoint a voting member and/or alternate voting member for such affected party who shall serve until such time as the affected party may bring an action in the District Court of Quay, Roosevelt, or Curry County, New Mexico, contesting the decision of the Commission to replace a member or members.

F. The voting members of the Commission shall select a chairman and other officers who shall serve for one (1) year or until their successors are duly elected and qualified.

G. The Commission shall meet in compliance with the Open Meetings Act of the State of New Mexico.

H. The Commission shall not conduct business unless a majority of the voting members or the alternates of the voting members are present.

I. Except as otherwise provided by this Agreement, a vote by a majority of the voting members of the Commission shall be required for conduct of all business before the Commission.

J. The Commission's authority shall be limited to the execution of an agreement with the Interstate Stream Commission for the reservation of 24,000 acre feet of water and the reallocation of water reserved in those circumstances where a party has withdrawn from the agreement or the party desires to reduce its allocation. The Commission shall also have the authority to make recommendations for future joint powers agreements that would involve the acquisition and holding of water rights, right to water, facilities for storage, treatment and distribution of water and the planning, developing and financing of the storage, distribution and treatment of water for the benefit of all parties to this Agreement.

IV.

AGREEMENT OF THE PARTIES

A. **WATER ALLOCATION.** The estimated annual yield of Ute Reservoir is approximately 24,000 acre feet. This amount may be varied under the terms and conditions of the Reservation Contract between the New Mexico Interstate Stream Commission and the Ute Reservoir Water Commission. The parties agree to the following allocation of water available in the following amounts:

<u>City</u>	<u>Acre Feet</u>
Clovis	12,532
Melrose	0
Texico	250
Grady	35
Curry County	0
Elida	50
Portales	3,583
Roosevelt County	0
San Jon	150
Tucumcari	6,000
Quay County	1,000
Logan	<u>400</u>
	24,000

B. Any diminishment of or increase in the 24,000 acre feet of water shall result in a proportional decrease or increase based upon the percentage of the base of 24,000 acre feet of water as allocated above. No party's allocation as set forth above can be increased or decreased without the consent of that party.

C. **RESERVATION OPTION.** The parties agree, effective January 1, 1996 to share the cost incurred by reservation contract with the Interstate Stream Commission for the reservation of water from Ute Reservoir in the proportions set forth below. The cost of the option for reservation of

water shall be based upon the water reservation contract between the New Mexico Interstate Stream Commission and the Ute Water Commission.

	Percentage	Cost
Clovis	52.21%	\$18,798.00
Melrose	0.00%	\$0.00
Texico	1.04%	\$375.00
Grady	0.15%	\$52.50
Curry County	0.00%	\$0.00
Elida	0.21%	\$75.00
Portales	14.92%	\$5,374.50
Roosevelt County	0.00%	\$0.00
San Jon	0.63%	\$225.00
Tucumcari	25.00%	\$9,000.00
Quay County	4.17%	\$1,500.00
Logan	<u>1.67%</u>	<u>\$600.00</u>
	100.00%	\$36,000.00

D. Reservation option payments to be made under Paragraph “C” of this Article shall be due and payable within (90) ninety days of invoice. Any member that does not pay option payments within the time specified, shall not be entitled to vote on any matter before the Commission until all delinquent option payments have been paid in full. Any jurisdiction with continued delinquency in paying reservation or other costs for a full year will result in the automatic forfeiture of all reservation and purchase rights under this Agreement. In the case of such forfeiture, all reservation and purchase rights under this Agreement of the forfeiting member shall be reallocated among the remaining members on a pro rata basis based upon each member’s then current water allocation as detailed in Article IV.A. above.

E. **PLANNING AND DEVELOPMENT.** Parties to this Agreement recognize the importance of maintaining efforts in the planning of Ute Water Development Project. Any and all costs to be incurred in the future for planning and development shall be contained in future joint powers agreements.

V.

TITLE OF ASSETS HELD BY COMMISSION

Rights to purchase Ute Reservoir water shall be retained for the benefit of all of the parties herein, until such time as the option to receive water is exercised, or until such time as a subsequent agreement with the New Mexico Interstate Stream Commission shall be negotiated. Rights to purchase water, or property which is taken in the name of the Commission shall be held in trust by the Commission for the benefit of the parties. In the event the Agreement is terminated, the Commission shall transfer title to all of the assets acquired by official action prior to the dissolution according to the terms of this Agreement. Should the Commission fail to make such a transfer of title prior to dissolution, any of the parties to this Agreement may apply to the District Court in

either Quay, Roosevelt or Curry County requesting the appointment of a Special Master to transfer title to the assets of the Commission in accordance with this Agreement. The parties expressly agree to be bound by such Court ordered transfer whether or not the party is a Co-Plaintiff in the District Court action.

VI.

BOOKS AND RECORDS

A. Detailed records of all transactions of the Commission shall be kept and maintained by the Commission and shall be open for inspection and audit at all reasonable times by any member of the Commission or for inspection and audit by any person designed by the governing body of any party who may be appointed to conduct such inspection of audit.

B. Books and records of the Commission shall be subject to inspection pursuant to applicable statutes.

VII.

MUTUAL AGREEMENTS OF THE PARTIES

A. Nothing herein contained shall be construed to prohibit any party from exercising its power or right to condemn, purchase or otherwise acquire water or water right on its own behalf, nor shall this Agreement be construed as a limitation on the right of the parties to deal with water or water rights which it presently owns; any member or group of members is authorized to exercise their option to purchase their proportionate share of the annual yield, subject to terms and conditions of the New Mexico Interstate Stream Commission contract.

B. Any party to this Agreement may transfer any portion, but not the entirety, of their water allocation as detailed in Article IV.A. above, to any other party; however, if any party to this Agreement desires to transfer the entirety of their water allocation, that party's water allocation shall be reallocated among the remaining members on a pro rata basis based upon each member's then current water allocation as detailed in Article IV.A. above.

C. Parties agree that the allocation of water and the distribution of costs set out in Article IV above represent a fair and equitable distribution and are accepted by the parties.

VIII.

TERMINATION AND DISTRIBUTION OF ASSETS

A. This Agreement and the Commission created hereby shall continue indefinitely so long as any options to purchase water or the purchase of water pursuant to that contract between the New Mexico Interstate Stream Commission and the Ute Reservoir Water Commission, Dated March 1, 1997, continues in effect, as the same may be amended or extended in the future. In the event of dissolution of the Commission for any reason, or termination of this Agreement, the parties shall

have the absolute right to continue under independent or cooperative agreements for the purchase of water allocated to each party under Article IV. The assets of the Commission, including any water rights or rights to water acquired by the Commission shall be distributed to the parties under the same formula.

B. In the event of dissolution, termination, or withdrawal, parties shall not be entitled to a refund of amounts paid.

IX.

SEVERABILITY

It is hereby declared to be intention of the parties that the articles, sections, subsections, paragraphs, sentences, clauses, and phrases of the Agreement are severable, and if any phrase, clause, sentence, paragraph, section, or article of this Agreement shall be declared unconstitutional by the valid judgement or decree of any Court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, sections, and articles of the Agreement, since the same would have been entered into by the parties without such invalid portion.

X.

EFFECTIVE DATE

This Agreement shall be effective as of September 8, 2020, when executed by the parties pursuant to official authorization by the parties; provided that this Agreement must be submitted to and approved by the New Mexico Department of Finance and Administration, pursuant to Section 11-1-3, N.M.S.A. 1978, before it is legally binding and effective.

XI.

AMENDMENT

This Agreement may be amended with the consent of all voting members as evidenced by written approval of each party.

XII.

VENUE AND GOVERNING LAW

This Agreement shall be interpreted under the law of the State of New Mexico. Venue for any suit brought upon this Agreement shall lie in the District Court of Curry, Roosevelt, or Quay County, New Mexico.

IN WITNESS WHEREOF the parties hereunto have set their hands and seal by their duly authorized officers, agents, or representatives named below.

DATED this ____ day of _____, 2020.

CITY OF CLOVIS
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

CITY OF TUCUMCARI
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

CITY OF PORTALES
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

VILLAGE OF SAN JON
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

VILLAGE OF LOGAN
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

CITY OF TEXICO
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

VILLAGE OF MELROSE
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

TOWN OF ELIDA
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

VILLAGE OF GRADY
A municipal corporation

Attest:

City Clerk

BY: _____
Mayor

COUNTY OF CURRY

Attest:

County Clerk

BY: _____
Commission Chairperson

COUNTY OF QUAY

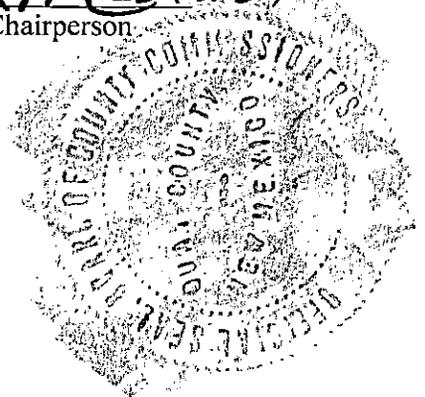
Attest:

Ellen L White

County Clerk

BY: *Franklin Masland*

Commission Chairperson



COUNTY OF ROOSEVELT

Attest:

County Clerk

BY: _____
Commission Chairperson

APPROVED BY:

**DEPARTMENT OF FINANCE AND
ADMINISTRATION**

BY: _____
DATE: _____

CARES ACT FUNDING RECIPIENT:

Quay County

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

CARES-10000-QUC

\$152,550

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

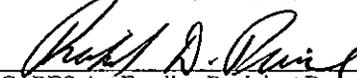
CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

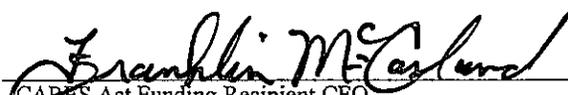
I hereby certify that Quay County:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The 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 may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.



CARES Act Funding Recipient Representative

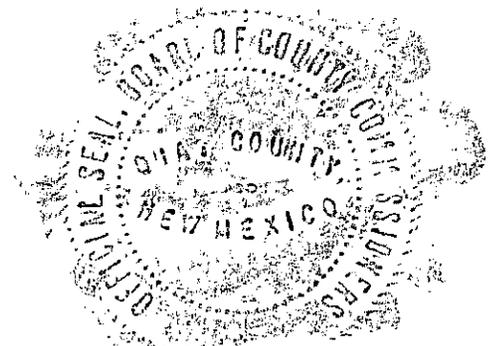
9/14/2020
Date



CARES Act Funding Recipient CFO

9-14-20
Date

DUNS Reporting Number for System for Award Management (SAM)

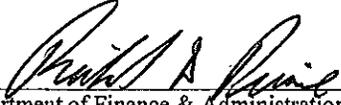


Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

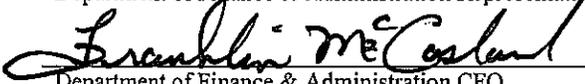
In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-10000-QUC) in the amount of (\$152,550).



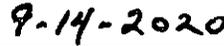
Department of Finance & Administration Representative



Date



Department of Finance & Administration CFO



Date



CARES ACT FUNDING RECIPIENT:

Quay County

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

CARES-BUS-10000-QUC

\$372,750

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the "Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020" document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Quay County:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The 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 may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in "CARES Act Funding Reimbursement" for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

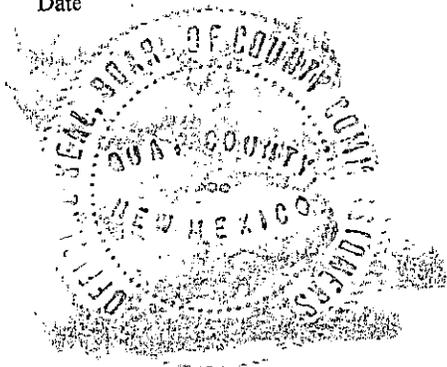
Phillip D. Rouse
CARES Act Funding Recipient Representative

9/14/2020
Date

Franklin McCasland
CARES Act Funding Recipient CFO

9-14-20
Date

DUNS Reporting Number for System for Award Management (SAM)



Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

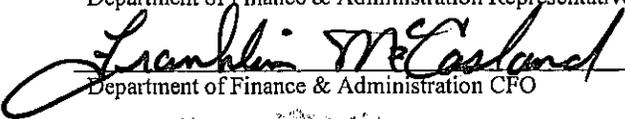
APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-BUS-10000-QUC) in the amount of (\$372,750).



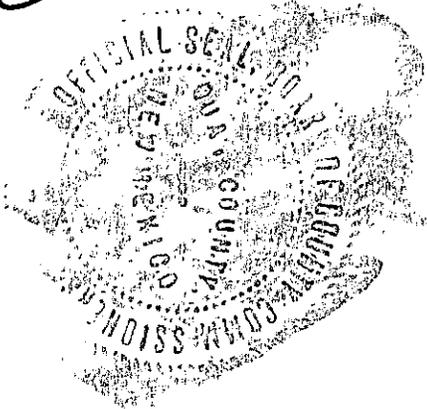
Department of Finance & Administration Representative

9/14/2020
Date



Department of Finance & Administration CFO

9-14-20
Date



Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020¹

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.²

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

¹ This version updates the guidance provided under “Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020”.

² See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the “covered period”). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID-19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise.

Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient’s usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient’s control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures³

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.⁴
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

³ In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

⁴ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.