



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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
January 9, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session December 12, 2016

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

I. Quay County Board of Commissioners

- Election of Chairman
- Request Approval of **2017 Reorganization of the Board Appointments and Sub-Committees**
- Distribution of **Financial Interest Disclosure Forms**
- Request Approval of **FY 2016-17 Resolution No. 32**
 - **Adopting Procedures for Compliance in Accordance with NMSA 10-17; and**
 - **Miscellaneous Provisions that Documents that Annual Audits, Summary Minutes, Monthly Budget, Financial Reports, and Monthly Warrants List are Public Information and Establishes Method of Compliance with Revenue and Expenditure Requirements**

II. Don Weidemann and Craig Cosner

- **Update Dr. Dan C. Trigg Hospital**

III. Russell Shafer, Quay County Sheriff

- **Sheriff's Report**

IV. Pat Vanderpool, Executive Director, Greater Tucumcari EDC

- **1st and 2nd Quarterly Report: July-December 2016**

V. Donald Adams, Quay County Fire Marshal

- Request Approval of **FY 2016-2017 Resolution No. 33 – Granting the Disposition of Obsolete Fixed Assets**
- Request Approval of **EMS Fund Act FY 2018 Application - Fire District 1**
- Request Approval of **EMS Fund Act FY 2018 Application - Quay Fire**
- Request Approval of **EMS Fund Act FY 2018 Application - Forrest Fire**

DOC #CM-00408
02/01/2017 08:38 AM Doc Type: COCOM
Fee (No FieldTag Finance Total/Fees Found)
Quay County, NM Ellen White - County Clerk, County Clk

SEAL
COUNTY CLERK
ELLEN WHITE
94

- Request Approval of **EMS Fund Act FY 2018 Application - Bard-Endee Fire**
- VI. Larry Moore, Quay County Road Superintendent**
- Road Update
- VII. Richard Primrose, Quay County Manager**
- Request Approval of **Copier Contract**
 - Discussion and Approval of **County Lobbyist**
 - Request Approval of **Contract for Facility Build for DA Office Roof**
 - Correspondence
- VIII. Indigent Claims Board**
- Call Meeting to Order
 - Request Approval of Indigent Minutes for the November 28, 2016 Meeting
 - Review December Claims Prepared by Sheryl Chambers
 - Adjourn
- IX. Request Approval of Accounts Payable**
- X. Request for Closed Executive Session**
- Pursuant to Section 10-15-1(H) 7. **The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
 - Pursuant to Section 10-15-1(H) 2. **The New Mexico Open Meetings Act to Discuss Limited Personnel Matters**
- XI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

January 9, 2017

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9th day of January, 2017 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:

Larry Moore, Quay County Road Superintendent
Russell Shafer, Quay County Sheriff
Vic Baum, Quay County Assessor
Pat Vanderpool, Greater Tucumcari EDC Executive Director
Don Weidemann, Trigg Memorial Hospital Administrator
Craig Cosner, Trigg Memorial Hospital Board President
Donald Adams, Quay County Fire Marshall
Becky Wallace, Presbyterian Health Clinic Administrator
Cheryl Simpson, Quay County Manager's Office
Patsy Gresham, Quay County Treasurer
Steven Hansen, Quay County Sun

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the December 12, 2016 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell "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", McCasland voting "aye".

PUBLIC COMMENTS: None

ONGOING BUSINESS: NONE

NEW BUSINESS:

Chairman McCasland requested nominations for Election of Chairman for the 2017 calendar year. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to nominate and elect Commissioner Franklin McCasland as Chairman of the Board of Quay County Commissioners. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Chairman McCasland presented the 2017 Board Appointments and Sub-Committee Appointments that need to be filled. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Appointments as attached to these minutes with changes for 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

County Clerk Ellen White reported all Financial Statements, as required by law, have been distributed to all Elected Officials and Quay County Government Staff.

Chairman McCasland presented Resolution No. 32; Adopting Procedures for Compliance in Accordance with NMSA 10-17; and Miscellaneous Provisions that documents that Annual Audits, Summary Minutes, Monthly Budget, Financial Reports and Monthly Warrant Lists are Public Information and Establishes Method of Compliance with Revenue Expenditure A MOTION was made Mike Cherry and SECONDED by Sue Dowell to approve Resolution No. 32 as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy of said Resolution is attached and made a part of these minutes.

Don Weidemann and Craig Cosner gave the following update from Dan C. Trigg Memorial Hospital:

1. Hospital Board met in May for a Summit to conduct strategic planning. As a result of that Summit, services were identified as critical in an effort to provide quality, affordable, sustainable, expert care to the community. The following items are now part of a three year strategic plan:
 - a. Committed to a new emergency group to provide better services. A contract has been negotiated with the Schumacher Group which is currently providing services at the Plains Regional Hospital in Clovis.
 - b. Finding a replacement surgeon for Dr. Davis who recently retired. Plains Regional Hospital has entered into a contract with a new Gastroenterologist who will be graduating in the fall of 2017. An agreement has been reached with Plains Regional Hospital to share this Physician and he will be providing regular services at Trigg Memorial Hospital.
 - c. Overall operational services to be the best stewards possible serving the patients with best possible care with a safe staffing plan while keeping a minimum core for emergency response.

Weidemann and Cosner provided the following additional items of interest:

1. Dr. Doncaster retired at the Clinic and they will be recruiting a new physician.
2. Presbyterian took over the Clinic in Logan in 2014 and services and encounters continue to increase.
3. Patient days have increased by an 8% volume in 2016.

4. The hospital is accommodating "Swing Bed" patients by allowing people to return from other facilities for rehabilitation.

Commissioner Dowell asked what the total patient care level is at including swing bed versus regular care. Weidemann stated the hospital license is not restricted by services. The number of patients they can accommodate is based on the severity of the patients. In 2016, no patients were transferred due to limited space available at the hospital.

Dowell said she also realized the huge need for Dialysis by Quay County residents and understands it's not feasible. She asked if it was a possibility for mobile services of this nature to be available. Weidemann explained that Dialysis has to be performed in the most sterile environment possible. A specialist and a team of physicians are required to be on staff in case of emergencies as well as the minimum requirements of having a specialized water filtration system available. Mobile Clinics of this nature are not available.

Craig Cosner reiterated the toughest part of their job is balancing assets with resources and availability versus the demands and needs of patients.

Commissioner Dowell said Quay County is very fortunate that the citizens believe it's imperative to keep our hospital and have an overwhelming support of it. Dowell said the hospital needs to continue to listen to the public and be aware of the needs. Dowell urged the Hospital Administration to make an effort to keep the public informed of services available, such as the availability of the "Swing Bed" unit. Dowell thanked Weidemann and Cosner for the update.

Sheriff Shafer presented the December, 2016 Activity Report which is attached and made a part of these minutes. Shafer stated the office currently fully staffed. Shafer said the purchase is complete for a 2016 Dodge Ram being used for transports and patrolling.

Commissioner Dowell said she had received compliments from residents regarding the presence of the Sheriff's Department during ambulance transports to the hospital by assisting with traffic control and escorting.

Pat Vanderpool, Greater Tucumcari EDC Director gave a report for the time period of July-December, 2016. Vanderpool noted the following areas of grave concern from some reports about New Mexico are as follows:

1. Labor statistics show a loss of 3100 jobs statewide in 2016.
2. The New Mexico Association of Counties is reporting Employee-Employer lawsuits lead the nation in New Mexico.
3. Wall Street reports New Mexico is fiscally and financially the worst ran state in the United States.
4. Head Start Programs in New Mexico is ranked worst in the nation based on the fact the teachers in those programs do not have degrees.
5. Education Week reports for the second year in a row, New Mexico schools are ranked at a low of 49th.

Vanderpool said the perception of New Mexico is not good and we have a lot to overcome when trying to attract new businesses to areas. Workforce development is a huge area of concern. Quay County continues to strive to be work ready in an effort to attract business with the Strategic Planning efforts of the four county regions involved in the SET Program.

As well, Vanderpool said another concern is the challenges of retail businesses staying operational. Quay County lost the Shopco project because the project came in at \$500,000 over budget for the property site. Snap Fitness has closed locally as a result of low membership. Verizon has closed because of lack of tower space for their customers. In addition to local issues, online sales are increasing by millions causing Kmart Stores, Sears Stores, Macy's and others to close.

In an effort to try and overcome some of these issues, the Greater Tucumcari EDC is tapping into the International Economic Development Board for ideas and planning. They are continuing efforts to educate local and state elected officials of our needs and issues. Lastly, Vanderpool said it's critical to make sure we try and provide economic opportunities for all.

Vanderpool informed the Board of Commissioners that Quay Day will be held in Santa Fe at the Inn of Loretto on January 18 at 7:00 a.m.

Commissioner Dowell said she realizes the issues facing retail businesses as she notices an exodus of Quay County people shopping out of town. In an effort to get a better idea of why and what people are looking for when they leave Quay County to shop, she initiated a Facebook question asking residents what types of services they are looking for when traveling to shop. Some of the comments included grocery store options, variety stores, and enhancing what we already have. Dowell said other items of concern were healthcare options, nursing homes and youth activities. Dowell presented Vanderpool with a print out of concerns from residents and urged him to listen to the people. Dowell said positive involvement and input from local citizens is an excellent tool for economic growth.

Vanderpool thanked Dowell for her comments and said they have conducted research indicating the top three items of interest for residents locally are groceries, clothing and sporting goods. Vanderpool said he continues to search for those types of businesses and will continue to work with the public for items of interest.

Donald Adams, Quay County Fire Marshall presented the following items for approval:

1. Requested approval of Resolution No. 33; Granting the Disposition of Obsolete Fixed Assets. Adams stated there are four vehicles they intend to send to auction. They are a 1996 Ford F-350, 1983 Chevrolet K30, 1984 International, and a 1971 Diamond Reo. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 33. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.
2. Requested approval of the EMS Fund Act FY2018 Applications for the following Departments:
 - a. Fire District 1
 - b. Quay Fire Department
 - c. Forrest Fire Department
 - d. Bard-Endee Fire Department

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

Larry Moore, Quay County Road Superintendent, gave the following report:

1. On January 5, Moore, Primrose and Darla Munsell met with G. Sandoval regarding the CDBG Project on Quay Road 63. The second cement pad will be poured on January 10. Base course is being spread the 9th and 10th with asphalt scheduled for the 11th. Guardrails, striping and seeding will follow the roadway project.
2. The 2016 Coop project (Quay Road 60) is nearing completion. Crews will then move to the North Rock Island portion of the project.
3. The 2017 Certified Mileage Report is due in March and will be presented at the next meeting.
4. Thank you letters have been sent to those residents who donated water and caliche throughout the year.
5. Primrose and Moore met with Steven Carter on the Quay Road Y problems. Moore will follow up and meet with Carter and Tom Bruhn again soon.
6. Blade reports were distributed.

Commissioner Dowell stated her concern again for the problem at Quay Road AI and Hwy 54 regarding the approach and intersection when heading north. The stop signs, road signs and all reflectors have been hit again. Dowell said she realizes it's a State issue and is not County problem but she asked that the County continue to voice concerns regarding that intersection.

Chairman McCasland thanked Moore for visiting with Mr. Bruhn and Steven Carter. He said he also received a call from Donald Carter and they are looking forward to resolution.

The Board of Commissioners thanked Moore and the road crews for their efforts during the snow storm.

Chairman McCasland requested a ten minute break. Time noted 10:25 a.m.

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

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

1. Presented a contract for copiers and services between Quay County Government and RICOH USA, Inc. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve said Contract. MOTION carried with all members voting "aye". A copy is attached and made a part of these minutes.
2. Requested discussion and possible approval to proceed with a Contract between Quay County Government and Clint Harden for lobbying services during the 2017 Legislative Session. Primrose said Harden is currently serving Mesalands Community College and Union County as a lobbyist. Chairman McCasland said he believes this will be the most contentious session in years with the possibility of severe budget cuts including 911 funds, the Hold Harmless funding, small county assistance funding and fire funds. McCasland asked what the contractual financial

obligation is. Primrose informed the Board the amount for professional services is \$7,500.00. Commissioner Cherry said he knows that Representative Roch and Senator Woods both respect and work well with Mr. Harden. Commissioner Dowell asked if the County had specific bills that Mr. Harden would work on as she believes the NMAC lobbyists along with Senator Woods and Representative Roch can adequately represent Quay County. Primrose stated there are no specific items except Senator Woods and Representative Roch will be extremely busy and the NMAC lobbyist does not represent specific entities but rather the NMAC legislative initiatives. A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to authorize the County Manager to enter into a Contract with Clint Harden on behalf of Quay County as a Lobbyist. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "nay".

3. Two proposals were submitted by FacilityBuild for contractual services to replace the roof on the building occupied by the Tenth Judicial District Attorney's Office at 1101 E. High Street in Tucumcari. One proposal was in the amount of \$74,146.09 for a new shingled roof. The other proposal is for \$122,292.43 for a metal roof. Primrose said District Attorney Tim Rose requested the shingled roof in hopes to utilize the remaining portion of the funds for inside renovations. Primrose stated Daniel Estrada and Primrose both recommend the metal roof to reduce future repair of that structure. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the proposal for a metal roof totaling \$122,292.43. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached and made a part of these minutes.

Correspondence:

1. Presented the monthly Gross Receipts Tax Report.
2. Announced the Memorial Services for John Mihm is scheduled for Saturday, January 14th at the Convention Center at 11:00 a.m.
3. Elected Officials and staff will be attending the NMAC Legislative Conference in Santa Fe the week of January 16-19.
4. The next regular scheduled meeting of the Quay County Board of Commissioners will be held on Monday, January 30.
5. Monday, January 16 is Martin Luther King Day and the Courthouse will be closed in observance of this National Holiday.

Chairman McCasland called the Indigent Claims Board portion of the meeting to order. Time noted 11:00 a.m.

-----INDIGENT CLAIMS-----

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

ACCOUNTS PAYABLE: A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the expenditures included in the Accounts Payable Reports ending December 22, 2016 and January 5, 2017. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to go into Executive Session pursuant to the Open Meetings Act pursuant to Section 10-15-1(H)7 to discuss Threatened or Pending Litigation; Section 10-15-1(H)2 to discuss Limited Personnel Matters. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye".

Time noted 11:20 a.m.

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

Return to regular session. Time noted 11:50 a.m.

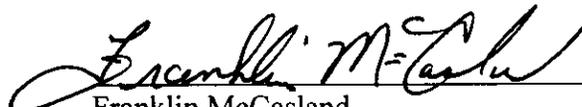
A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the items listed above were discussed during Executive Session and no action was taken. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

NO ACTION TAKEN

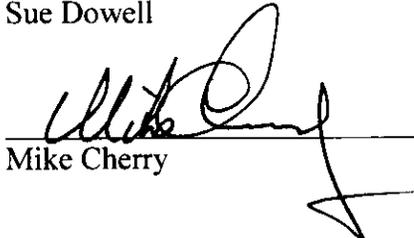
There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:55 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, Quay County Clerk



BOARD APPOINTMENTS
January 9, 2017

NMAC Multi-Line Pool.....Richard Primrose/Mike Cherry Alternate

NMAC Board of Directors MemberMike Cherry

NMAC Workers Comp Pool.....Mike Cherry/Richard Primrose Alternate

Tucumcari Economic Development Board.....Franklin McCasland/Mike Cherry, Alternate

City of Tucumcari Library BoardJudy Ross

Llano Estacado RC&DFranklin McCasland/Sue Dowell, Alternate

Northeast Regional Transportation.....Larry Moore/Richard Primrose, Alternate

E-911 County Coordinator.....Curtis Simpson/ Robert McClelland, Alternate

Quay County Fair BoardSue Dowell/Franklin McCasland, Alternate

MCCH Council LiaisonRussell Shafer/Dennis Garcia, Alternate

Ute Reservoir Water CommissionRichard Primrose/Franklin McCasland Alternate

Natural Resources CommitteeBill Humphries

TQCRWARichard Primrose/Franklin McCasland, Alternate

EPCOGRichard Primrose/Mike Cherry, Alternate

Tucumcari/Quay County
Regional Emergency Communication CenterRichard Primrose/Mike Cherry, Alternate

Quay County Finance Committee.....Ex Officio Members:
Franklin McCasland
Mike Cherry
Sue Dowell
Ellen White
Richard Primrose/Patsy Gresham/Cheryl Simpson



Fiscal Year 2016-2017

Resolution No. 32

**A RESOLUTION ADOPTING PROCEDURES FOR COMPLIANCE
IN ACCORDANCE WITH NMSA 10-17; MISCELLANEOUS PROVISIONS**

WHEREAS, the County Commission is required to have summary minutes prepared and available for public inspection immediately following the end of a commission meeting approving said minutes; and

WHEREAS, the County Clerk may use recorders to record all or a portion of a County Commission Meeting; and

WHEREAS, tapes may be used by the Clerk as a tool for transcribing the minutes, any tape recording of a commission meeting will be held as public record and subject to inspection at the office of the County Clerk for two weeks and will then be erased; and

WHEREAS, annual audits, the monthly budget and financial reports including the monthly list of checks shall be made available to the public, establishing the method of compliance with revenue and expenditure requirements.

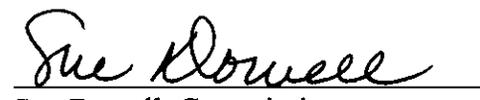
NOW THEREFORE, BE IT RESOLVED AND ORDERED:

1. The County has adopted this Resolution establishing compliance with NMSA 10-17; and
2. All reports shall be made available for public inspection and review in accordance with the Inspection of Public Records Act, NMSA 14-2.

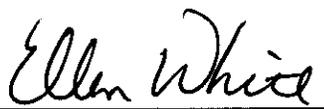
PASSED, APPROVED AND ADOPTED by the governing body at its meeting on January 9, 2017.

QUAY COUNTY COMMISSIONERS


Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

Attest: 
Ellen White, County Clerk



QUAY COUNTY

2016-2017 RESOLUTION No. 33

A RESOLUTION GRANTING THE DISPOSITION
OF OBSOLETE FIXED ASSETS

WHEREAS, these four (4) vehicles, currently listed as fixed assets for Quay County, should be determined obsolete and, in the best interest of the County, removed from inventory. The vehicles are as follows:

- 1996 Ford F350
- 1983 Chevrolet K30
- 1984 International
- 1971 Diamond Reo

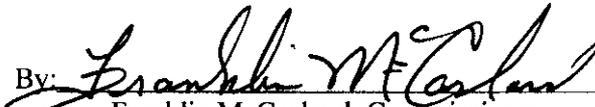
WHEREAS, these vehicles should be submitted for public auction; and

WHEREAS, upon adoption of this resolution, the request will be submitted to the New Mexico State Auditor's Office and the New Mexico Finance & Administration Division for approval;

BE IT HEREBY RESOLVED by the Board of County Commissioners of Quay County that the aforementioned vehicles are obsolete and should be submitted to public auction for disposition.

PASSED AND ADOPTED on this 9th day of January, 2017, by the Quay County Board of Commissioners in an open meeting in Tucumcari, Quay County, New Mexico.

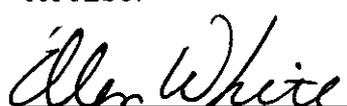
QUAY COUNTY BOARD OF COMMISSIONERS

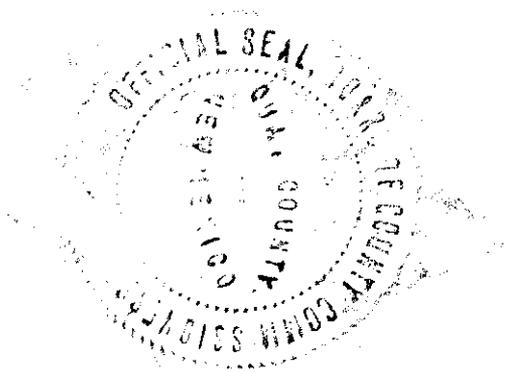
By: 
Franklin McCasland, Commissioner


Sue Dowell, Commissioner


Mike Cherry, Commissioner

ATTEST:


Ellen White, County Clerk





EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2018

Submit to:
 EMS Bureau
 1301 Siler Rd Bldg F
 Santa Fe, NM 87507
 Attn: Ann Martinez
 505-476-8233

Due Date: January 20, 2017

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a local recipient. Your service must also be compliant with NMEMSTARS Data and Medical Rescue Certification, if not PRC.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 20, 2017**. Please adhere to the following instructions, **as incomplete applications will not be processed**:

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING** (one staple in the left top corner only- **NO PAPERCLIPS or BINDERS**)
- **Be sure to have necessary SIGNATURES and NOTARY.**

Local Recipient:	Conservancy Fire District #1		0321353	
	<i>(EMS Service that will benefit)</i>		<i>(EMS Service #)</i>	
Mailing Address:	P.O.Box 725	Tucumcari	NM	88401
	<i>(Street/Mailing Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	1 X 3	575-403-8807	575-461-8584	
	<i>(EMS Region)</i>	<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	Michelle Jaynes	Secretary/Treasurer	Michelle.jaynes5@gmail.com	
	<i>(Name)</i>	<i>(Title)</i>	<i>(E-mail Address)</i>	

Applicant:	Quay County – Conservancy Fire District 1			
	<i>(County or Municipality serving as Fiscal Agent)</i>			
Mailing Address:	P.O. Box 1246	Tucumcari	NM	88401
	<i>(Mailing Address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
Contact Person:	Cheryl Simpson		Financial Secretary	
	<i>(Name)</i>		<i>(Title)</i>	
	575-461-2112	575-461-6208	Cheryl.simpson@quaycounty-nm.gov	
	<i>(Telephone #)</i>	<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>	

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria.
(All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, <u>minimum of two NM licensed personnel.</u>	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, <u>minimum of two NM licensed personnel.</u>	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, <u>minimum of two NM licensed personnel.</u>
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
<input type="checkbox"/> Check if applicable Service plans to routinely respond (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input checked="" type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. We must be realistic, please estimate amount closest to funding that service receives every year.
- Use each number only once. (Use additional sheets if necessary.)

Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
Training:		
1	Continuing Education for EMT	\$ 3000.00
Mileage & Per Diem:		
2	Mileage and Per Diem to Conference to obtain CE's	\$ 500.00
Supplies (Items Under \$500):		
3	Supplies for AED and replacement Supplies	\$ 500.00
4.	Replacement Supplies EMT Bags	\$ 500.00
5.	New EMT Supplies Bag	\$ 500.00
**Capital Outlay (Items Over \$500):		
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		\$ 5000.00

* Do not make all items Priority No. 1.

** For **Capital Outlay Projects** for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
-

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

District 1 priority is on training to maintain EMS status with CE's for the Medics on staff. Educational upkeep of an EMT is expensive and without this expense we would not have EMT's to maintain service.

1. Continuing Education required for licensure of EMT-B
2. Mileage and Per Diem to achieve the required number of CE's
3. Supplies for the AED and Replacement Supplies (Batteries and Pads)
4. Replacement Supplies use for Day to Day use n the EMT Bag and Repair Kits
5. New EMT Supplies Bag (C-Spine Splints, Bandages, other EMT supplies)

SERVICE NAME: Quay County – Conservancy Fire District 1

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF Quay

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

Mayor OR *Franklin McLeod*
Chairman - Board of Commissioners

Quay
Municipality County

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

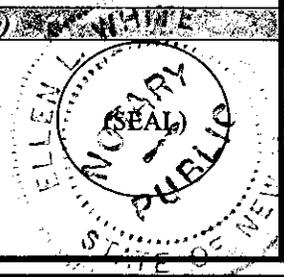
- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political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

Signature of Official Named Above _____ (Title) _____

The above was sworn and subscribed to before this 9 day of Jan, 2017

Notary Public: *Ellen L White*

My commission expires: 3-21-19



PERSON COMPLETING FORM

Name:	Michelle Jaynes		Secretary/Treasurer	
	(Name)		(Title)	
Address:	4205 QR 63			
	Tucumcari	Nm	88401	
	(City)	(State)	(Zip)	(+4)
575-461-2351	575-461-4765		575-815-9015	Michelle.jaynes5@gmail.com
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem: _____

Date Corrected: _____

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as top priority items for funding requests. (Please indicate below the number of items "on hand")

Front of Vehicle Cab or Optimal Location:

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

Communications Equipment

Item Description	On Hand	Item Description	On Hand
Dispatch Radio UHF/VHF	4	Spare Batteries/charger system	2
Other: (Specify)			

Personal Protective Equipment

Item Description	On Hand	Item Description	On Hand
Exam Gloves	200	Helmet with Face Shield	10
Eye Protection	10	N-95 mask (or > particulate mask)	2
Gloves (Leather or heavy duty)	10	Safety Vest/Jacket/(ANSI 2008 Compliant)	10
Hearing Protection	4	Splash Protection (disposable)	2
Other: (Specify)			

Diagnostic Equipment

Item Description	On Hand	Item Description	On Hand
Aneroid Sphygmomanometer with infant, pediatric, adult and obese size cuffs	1		
End Titrle CO2 monitoring device (optional)	0	Pulse Oximeter	1
Glucose Monitoring Instrument	1	Stethoscope	1
Penlights	2	Thermometer (Patient)	2
Other: (Specify)			

Patient Compartment Equipment – If Applicable (Interior or Exterior)

Basic Level			
Item Description	On Hand	Item Description	On Hand
Adhesive Tape 1" and 2"	4	Oxygen Delivery Devices (Adult, Child and Infant Sizes)	0
Auto Ventilator Devices (ATV/MTV)	0	Oxygen Supply Tubing	4
Bag Valve Mask Devices (Adult, Child and Infant)	2	Patient Restraints	4
Band-Aids (Assorted Sizes)	400	Pediatric Drug Dosage Tape or chart	2
Biohazard Clean-up Supplies	10	Pediatric Restraint device/car seat	0
Biohazard Waste bags	100	Pillows	2
Blankets	2	Portable Oxygen Equipment	10
Body Bags	0	Portable Suction Unit	0
Cervical Collars - Rigid (Adult, Child and Infant)	20	Seated Spinal Immobilization Device	1
Cervical Immobilization Devices	1	Semi-Automatic Defibrillator with Pads	1
Chair Stretcher	0	Semi-Automatic Defibrillator Batteries	0
Cold Pack	10	Sharps Container	10
Cold Weather Warming Devices	4	Sheets	4
Dressings Assorted (4x4, Kerlex, 2x2, etc.)	40	Shoulder/chest/extremity straps	2
Emesis Basin	0	Spinal Immobilization device/backboard	2
Field Stretcher (Scoop, Collapsible, Vacuum)	10	Splints, Extremity (Rigid, Air, Vacuum)	4
Foil Blanket	4	Sterile Burn Sheets	2
Hand Sanitizer	10	Sterile Gloves (Assorted Sizes)	200
Heat Pack	5	Sterile Water	5
Inhalation Therapy Equipment	0	Stokes Basket	0
Installed Oxygen System	0	Suction Catheters (Soft & Rigid)	0
Latex/Vinyl Gloves (Non-Sterile) (Small, Medium, Large, X-Large)	0	Supraglottic Airway Devices	0
Long Backboard	4	Multi-lumen Airway Devices	0
Multi-level Stretcher	0	Laryngeal Airway Devices	4
Multi-Lumen Airways	0	Towels	10
Obstetrical Kit with Sterile Scissors or Equivalent to cutting umbilical cord	0	Traction Splint	0
Nasopharyngeal Airways	10	Trauma Dressings	10
Occlusive Dressings	10	Trauma Shears	10
On-Board Suction System	0	Triangular Bandages	20
On-Board Oxygen Supply	0	Urinal (Male and Female)	0
Oropharyngeal Airway (Sizes 0 - 5, Infant - Adult)	4		
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Basic and the Service Medical Director			(Circle) Yes No

Other: (Specify)			
Our engines are required to carry AED	3		
Advance Level			
Alcohol and Betadine Prep Pads		IV Fluid (Normal Saline, D5W, LR)	
Cardiac Monitor/ Defibrillator/Ext. Pacer (Manual)		Laryngoscope Blades – Adult	
Chest Decompression Catheters		Laryngoscope Blades – Peds	
Cricothyroidotomy Kit		Laryngoscope Handle	
EKG Monitor Electrodes		Magill Forceps	
Electrode Defib Pads		Needles (Assorted Gauges)	
End Tidal CO2 Detector		Pediatric Fluid Control Device	
Endotracheal Tubes (Assorted)		Scalpels	
Ext. Cardiac Pacing Pads		Syringes (1cc, 3cc, 5cc, 10cc)	
Infusion Pumps		Toomey Syringe (60cc)	
Inhalation Therapy Equipment		Tubes, Blood Drawing (Assorted Sizes and Types)	
Intraosseous Needles		Tubing, IV Administration (60gts)	
IV Catheters		Tubing, IV Administration Set (10gts – 20gts)	
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic, and the Service Medical Director			(Circle) Yes No
Other: (Specify)			



**EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2018**

Submit to:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Due Date: January 20, 2017

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a local recipient. Your service must also be compliant with NMEMSTARS Data and Medical Rescue Certification, if not PRC.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 20, 2017**. Please adhere to the following instructions, as **incomplete applications will not be processed**:

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING** (one staple in the left top corner only- **NO PAPERCLIPS or BINDERS**)
- Be sure to have necessary **SIGNATURES** and **NOTARY**.

Local Recipient:	Quay Fire Department			0321359	
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>	
Mailing Address:	PO Box 643		Tucumcari		NM 88401
	<i>(Street/Mailing Address)</i>		<i>(City)</i>		<i>(State) (Zip)</i>
	1	2	X	3	
	<i>(EMS Region)</i>		<i>(Business Phone #)</i>		<i>(Emergency Phone #)</i>
Contact Person:	Paula O'Steen		EMS Director		osteenp2000@yahoo.com
	<i>(Name)</i>		<i>(Title)</i>		<i>(E-mail Address)</i>

Applicant:	Quay County				
	<i>(County or Municipality serving as Fiscal Agent)</i>				
Mailing Address:	PO Box 1246		Tucumcari		NM 88401
	<i>(Mailing Address)</i>		<i>(City)</i>		<i>(State) (Zip)</i>
Contact Person:	Richard Primrose		County Manager		
	<i>(Name)</i>		<i>(Title)</i>		
	(575) 461-2112		(575) 461-6208		richard.primrose@quaycounty-nm.gov
	<i>(Telephone #)</i>		<i>(Fax Phone #)</i>		<i>(E-mail Address)</i>

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose one (1) level for which your service meets or exceeds the criteria.

(All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, <u>minimum of two NM licensed personnel.</u>	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, <u>minimum of two NM licensed personnel.</u>	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, <u>minimum of two NM licensed personnel.</u>
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
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<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. We must be realistic, please estimate amount closest to funding that service receives every year.
- Use each number only once. (Use additional sheets if necessary.)

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
2	Vehicle Maintenance / Repairs / Yearly Inspection	\$ 500.00
Training:		
3	Conference Registrations / Refreshers / Training / License Renewals	\$1,500.00
Mileage & Per Diem:		
4	Per Diem / Mileage for Volunteers to travel for trainings and conferences	\$2,500.00
Supplies (Items Under \$500):		
1	Medical / Non-Medical Supplies / Pharmacy License Renewals / Upgrade Equipment / Replace Expired Supplies / Registration Medical Rescue	\$2,500.00
**Capital Outlay (Items Over \$500):		
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		\$7,000.00

* Do not make all items Priority No. 1.

** For Capital Outlay Projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
-

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1) Pharmacy Licenses to include clinical and controlled substance licenses renew yearly – you must have these licenses to carry, purchase, and administer medications. Replace expired and used medical supplies. Annual registration of medical rescue unit per New Mexico EMS Bureau / Regulations requirements.

2) Repair / Maintenance of vehicle as needed and annual inspection as required by New Mexico EMS Bureau.

3) Refreshers / Continuing Education for Volunteers to maintain licensure.

4) Per Diem to help volunteers with travel expenses for refreshers, training, and conferences.

SERVICE NAME:

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF QUAY

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

Mayor Franklin McCasland OR Chairman, Board of Commissioners

Municipality

QUAY
County

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

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

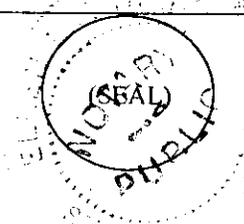
Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 9 day of Jan, 2017

Notary Public: Ellen Lukice

My commission expires: 3-21-19



PERSON COMPLETING FORM

Name:	Paula O'Steen		EMS Director	
	(Name)		(Title)	
Address:	PO Box 643			
	Tucumcari	NM	88401	0643
	(City)	(State)	(Zip)	(+4)
(575) 487-2002	(575) 403-7961	(575) 760-7961	osteenp2000@yahoo.com	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<u>Paula O'Steen</u>			

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected:

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as top priority items for funding requests. (Please indicate below the number of items "on hand")

Front of Vehicle Cab or Optimal Location:

Item Description	On Hand	Item Description	On Hand
Fire Extinguisher (2 lb) or (2 – 11b)	2	Siren	Yes
Flashlight	2	Spare Tire	1
Fuses (appropriate sizes)		Star of Life Displayed	Yes
Jack and Handle	1	Tool Box	1
Lug Wrench	1	Triage Tags for MCI's	Yes
Maps or Navigational equipment	1	U.S. DOT Emergency Response Guidebook	Yes
Patient Care Reports or Reporting System	Yes	Vehicle Registration	Yes
Roadway warning devices	8	Vehicle Spotlight or auxiliary lighting	Yes
Service Specific Protocols and guidelines	Yes	Warning Lights	Yes
Other: (Specify)			

Communications Equipment

Item Description	On Hand	Item Description	On Hand
Dispatch Radio UHF/VHF	1	Spare Batteries/charger system	
EMSCOM (UHF) Radio	1		
Other: (Specify)			

Personal Protective Equipment

Item Description	On Hand	Item Description	On Hand
Exam Gloves	Asst Sizes	Helmet with Face Shield	
Eye Protection	Yes	N-95 mask (or > particulate mask)	6
Gloves (Leather or heavy duty)		Safety Vest/Jacket/(ANSI 2008 Compliant)	2
Hearing Protection		Splash Protection (disposable)	
Other: (Specify)			

Diagnostic Equipment

Item Description	On Hand	Item Description	On Hand
Aneroid Sphygmomanometer with infant, pediatric, adult and obese size cuffs	1 Set		
End Title CO2 monitoring device (optional)		Pulse Oximeter	2
Glucose Monitoring Instrument	2	Stethoscope	4
Penlights	4	Thermometer (Patient)	1
Other: (Specify)			

Patient Compartment Equipment – If Applicable (Interior or Exterior)

Basic Level			
Item Description	On Hand	Item Description	On Hand
Adhesive Tape 1" and 2"	12	Oxygen Delivery Devices (Adult, Child and Infant Sizes)	Assorted
Auto Ventilator Devices (ATV/MTV)		Oxygen Supply Tubing	4
Bag Valve Mask Devices (Adult, Child and Infant)	1 Each	Patient Restraints	
Band-Aids (Assorted Sizes)	1 Box	Pediatric Drug Dosage Tape or chart	2
Biohazard Clean-up Supplies	Yes	Pediatric Restraint device/car seat	1
Biohazard Waste bags	50	Pillows	2
Blankets	4	Portable Oxygen Equipment	2
Body Bags	2	Portable Suction Unit	2
Cervical Collars - Rigid (Adult, Child and Infant)	2 Each	Seated Spinal Immobilization Device	1
Cervical Immobilization Devices	12	Semi-Automatic Defibrillator with Pads	1
Chair Stretcher		Semi-Automatic Defibrillator Batteries	
Cold Pack	12	Sharps Container	3
Cold Weather Warming Devices	12	Sheets	20
Dressings Assorted (4x4, Kerlex, 2x2, etc.)	12 Each	Shoulder/chest/extremity straps	1
Emesis Basin	2	Spinal Immobilization device/backboard	4
Field Stretcher (Scoop, Collapsible, Vacuum)	1	Splints, Extremity (Rigid, Air, Vacuum)	Assorted
Foil Blanket		Sterile Burn Sheets	4
Hand Sanitizer	12	Sterile Gloves (Assorted Sizes)	12
Heat Pack	12	Sterile Water	12
Inhalation Therapy Equipment	4	Stokes Basket	
Installed Oxygen System	1	Suction Catheters (Soft & Rigid)	2
Latex/Vinyl Gloves (Non-Sterile) (Small, Medium, Large, X-Large)	2 Boxes Each	Supraglottic Airway Devices	
Long Backboard	4	Multi-lumen Airway Devices	2
Multi-level Stretcher	1	Laryngeal Airway Devices	
Multi-Lumen Airways	2	Towels	4
Obstetrical Kit with Sterile Scissors or Equivalent to cutting umbilical cord	2	Traction Splint	1
Nasopharyngeal Airways	3 Sets	Trauma Dressings	12
Occlusive Dressings	12	Trauma Shears	3
On-Board Suction System	1	Triangular Bandages	12
On-Board Oxygen Supply	1	Urinal (Male and Female)	4
Oropharyngeal Airway (Sizes 0 – 5, Infant – Adult)	3 Sets		

Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Basic and the Service Medical Director			(Circle) Yes No
Other: <i>(Specify)</i>			
Advance Level			
Alcohol and Betadine Prep Pads	100	IV Fluid (Normal Saline, D5W, LR)	8
Cardiac Monitor/ Defibrillator/Ext. Pacer (Manual)		Laryngoscope Blades – Adult	
Chest Decompression Catheters		Laryngoscope Blades –Peds	
Cricothyroidotomy Kit		Laryngoscope Handle	
EKG Monitor Electrodes		Magill Forceps	
Electrode Defib Pads		Needles (Assorted Gauges)	Yes
End Tidal CO2 Detector		Pediatric Fluid Control Device	1
Endotracheal Tubes (Assorted)		Scalpels	
Ext. Cardiac Pacing Pads		Syringes (1cc, 3cc, 5cc, 10cc)	Assorted
Infusion Pumps		Toomey Syringe (60cc)	
Inhalation Therapy Equipment	4	Tubes, Blood Drawing (Assorted Sizes and Types)	Yes
Intraosseous Needles	1	Tubing, IV Administration (60gts)	
IV Catheters	Yes	Tubing, IV Administration Set (10gts – 20gts)	4
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic, and the Service Medical Director			(Circle) Yes No
Other: <i>(Specify)</i>			

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT made and entered into this 25th day of August, 2014, by and between the Fire Departments and EMS Services listed hereinafter, and by signature of the Director of each service, this agreement will be by and between each service listed and signed for.

That for and in consideration of the mutual covenants and agreements hereinafter contained, IT IS AGREED as follows:

1.) Definitions:

Calling Fire Department / EMS Service requesting Mutual Aid
Aiding Fire Department / EMS Service offering Mutual Aid
Director: The elected or appointed service director or his/her subordinate officer.

In order to provide continuity of this agreement, future officers will be bound by this Agreement unless amendments are agreed to in writing.

If at any time after signing; a service elects not to be a part of this agreement, then a letter stating this fact will be delivered to the chairperson of the Association.

2.) Purpose:

The purpose of this Agreement will be to set down in writing the agreements for operations at emergencies at which two or more departments participate.

3.) Method of Call:

When the chief officer of the calling department recognizes the need for additional help at the scene of a fire / medical emergency or for area coverage due to full utilization of the calling department's equipment, a telephone call or radio call will be placed to the dispatcher's office of the aiding department. This call must describe the situation, exact location of the emergency, and specify the exact type of aid the calling department is requesting.

4.) Equipment and Personnel Response:

The chief officer of the aiding department will assess the coverage in his/her district, and will then provide fire / ambulance(s) and personnel to the extent needed and reasonably available to assist

EAST CENTRAL FIRE AND EMS ASSOCIATION MUTUAL AID AGREEMENT

the calling department without undermining the aiding department's ability to respond to calls in its own district.

5.) **Command**

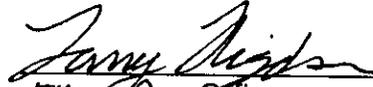
The calling department will retain command authority over personnel and department(s) responding from the aiding department. The aiding department reserves the right to recall personnel and equipment in the event of need in the aiding fire district.

6.) **Reporting Losses:**

The aiding services will be responsible for their own vehicles, equipment, and personnel. The aiding department will record the call as per their own Standard Operating Guidelines.

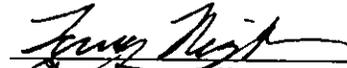
FOR THE AGREEING PARTIES:

Tucumcari Ambulance Service



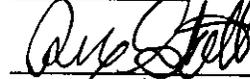
EMS Dir. Officer

Tucumcari Fire Department



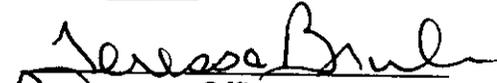
Chief Officer

Logan Fire Department



Chief Officer

Logan Ambulance Service



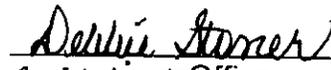
Director Officer

San Jon Fire Department



Chief Officer

San Jon Ambulance Service



assist. director Officer

House Fire Department

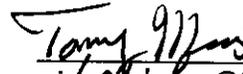
Officer

Arch Hurley Conservancy District One



Chief Officer

Arch Hurley Conservancy District Two



assist. Chief Officer

EAST CENTRAL FIRE AND EMS ASSOCIATION MUTUAL AID AGREEMENT

Arch Hurley Conservancy District Three

Officer

Quay Fire Department (four)

Gerald Hight
Chief Officer

Quay Fire Dept Medical Rescue

Gerald Hight
Chief Officer

Nara Visa Fire Department

Mark Ward
Chief Officer

Bard-Endee Fire Department

Donna Adams
Chief Officer

Jordan Fire Department

Bill Roland
Chief Officer

Forrest Fire Department

Joe G. Davis
Chief Officer

Porter Fire Department

Michael Emmer
Chief Officer

Conchas Dam Fire Department

Frank R. Wright
Chief Officer

STATE OF NEW MEXICO)

COUNTY OF QUAY)

) ss
)

The foregoing instrument was acknowledged before me this 25th day of August, 2014, by the Director / Chief of the listed Ambulance Services and Fire Departments.

Paula O'Steen
Notary Public

(SEAL)

My commission expires: 08/27/2017

EAST CENTRAL FIRE AND EMS ASSOCIATION
MUTAL AID AGREEMENT

ATTACHMENT

ADDITION OF ADDITIONAL DEPARTMENTS:

Rosebud Fire and Rescue

Robert L. Coak
Chief Officer

STATE OF NEW MEXICO)

)ss

COUNTY OF QUAY)

The foregoing instrument was acknowledged before me this 14th
day of October, 2014, by the Director / Chief of the listed Ambulance
Services and Fire Departments.

Paula O'Steen
Notary Public

(SEAL)

My Commission Expires: 08/27/2017



EMS ANNUAL SERVICE REPORT
Fiscal Year 2018
 Due Date: January 20, 2017

Submit to:
 EMS Bureau
 1301 Siler Rd Bldg.
 F
 Santa Fe, NM
 87507
 Attn: Ann Martinez

Service Name:	Quay Fire Department <i>(EMS Service)</i>
----------------------	---

Mailing Address:	PO Box 643 <i>(Mailing Address)</i>			
	Tucumcari <i>(City)</i>	NM <i>(State)</i>	88401 <i>(Zip)</i>	0643 <i>(+4)</i>
Contact Person:	Paula O'Steen <i>(Name)</i>		EMS Director <i>(Title)</i>	
	(575) 487-2002 <i>(Business Phone)</i>	(575) 760-7961 <i>(Emergency Phone)</i>		osteenp2000@yahoo.com <i>(E-mail Address)</i>
Administration:	Quay County <i>(County or Municipality)</i>			
	PO Box 1246 <i>(Mailing Address)</i>			
	Tucumcari <i>(City)</i>	NM <i>(State)</i>	88401 <i>(Zip)</i>	1246 <i>(+4)</i>
Contact Person:	Richard Primrose <i>(Name)</i>		County Manager <i>(Title)</i>	
	(575) 461-2112 <i>(Telephone #)</i>	(575) 461-6208 <i>(Fax Phone #)</i>	richard.primrose@quaycounty-nm.gov <i>(E-mail Address)</i>	
EMS Region:	Region I	Region II	Region III	X

Physical Location of Ambulance/Medical Rescue Facilities				
#1	Name of Facility: Quay Fire Department			
	N34°55.448 <i>Latitude</i>		W103°45.710 <i>Longitude</i>	
Street Address:	4209 Quay Road 46			
	Tucumcari <i>(City)</i>	NM <i>(State)</i>	88401 <i>(Zip)</i>	<i>(+4)</i>
#2	Name of Facility:			
	<i>Latitude</i>		<i>Longitude</i>	
Street Address:				
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
	<i>(Use additional pages as necessary)</i>			

Service Name:	Quay Fire Department
	<i>(EMS Service)</i>

SERVICE INFORMATION			
Type of Service (Must Check Only One)		Affiliation Type (Mark Primary Affiliation Only)	
<input type="checkbox"/>	Certified PRC Ambulance	<input type="checkbox"/>	Private for-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Non-transport)	<input type="checkbox"/>	Private non-profit
<input checked="" type="checkbox"/>	Certified Medical/Rescue Service (Transport Capable)	<input checked="" type="checkbox"/>	Fire Dept.-based
<input type="checkbox"/>	Emergency Medical Dispatch Agency	<input type="checkbox"/>	Law Enforcement or Department of Public Safety-based
<input type="checkbox"/>	Special Event(s) Agency	<input type="checkbox"/>	Clinic-based
<input type="checkbox"/>	Air Ambulance	<input type="checkbox"/>	Hospital-based
<input type="checkbox"/>	Other (Please Specify):	<input type="checkbox"/>	County-based
<input type="checkbox"/>		<input type="checkbox"/>	Municipality-based
<input type="checkbox"/>	PRC Certification #	<input type="checkbox"/>	Tribal
<input type="checkbox"/>	Medical Rescue Certification #	321359	Other (Please Specify):
<input type="checkbox"/>			
# of Years in Operation	27		
EMS Calls		Local Receiving Hospital(s)	
Received By (Mark One)	Dispatched by (Mark One)		Dan C Trigg Hospital
<input type="checkbox"/>	Basic 911	<input type="checkbox"/>	Ambulance Service
<input checked="" type="checkbox"/>	Enhanced 911	<input checked="" type="checkbox"/>	Central Dispatch
<input type="checkbox"/>	Local Phone	<input type="checkbox"/>	Fire Department
		<input type="checkbox"/>	Location of Dispatch:
		<input type="checkbox"/>	Law Enforcement

EMERGENCY MEDICAL SERVICES PERSONNEL					
LICENSED NUMBER OF PERSONNEL BY TRAINING LEVEL					
	Paid (Indicate Part Time/Full Time)	Volunteer*		Paid (Indicate Part Time/Full Time)	Volunteer*
EMS First Responder		1	Emergency Medical Dispatch Instructor		
EMT Basic			Nurse		
EMT Intermediate		2	Physician		
EMT Paramedic		1	Driver		
Emergency Medical Dispatcher			Other		

*Volunteer may include those paid by the run or other non-salary arrangement.

LICENSED EMS PERSONNEL					
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. <i>(Use additional pages as necessary.)</i>					
Name	Licensure Level	License Number	License Expiration Date	EVOC Course Date	Paid/Volunteer
Hampton, Teresa	FR	00020895	03/31/2017	12/09/2015	Volunteer
Nunez, Jennifer	EMT-I	00020467	03/31/2018	12/09/2015	Volunteer
O'Steen, Paula	EMT-I	00012649	03/31/2018	12/09/2015	Volunteer
Blair, Eric	NREMT-P	02000150	03/31/2017	12/09/2015	Volunteer

Service Name:	Quay Fire Department
	<i>(EMS Service)</i>

This section is a Mandatory Survey please fill out appropriately
(Failure to fill out will result in an incomplete application) (2. yr. of 3)

EMERGENCY MEDICAL SERVICES PERSONNEL NEEDS ASSESSMENT

	Career and Paid Agencies			Volunteer Agencies	
	Number of Actual Paid Staff	Additional Needed for Adequate or Optimal Staffing		Number of Volunteer staff	Additional Needed for Adequate Response and Staffing
Non-EMS Personnel (Drivers and/or CPR & First Aid only)					
Licensed EMS First Responder				1	0
Licensed EMT Basic					1
Licensed EMT Intermediate				2	0
Licensed EMT Paramedic				1	0
Total				4	1

This survey's goal is to determine the number of currently licensed caregivers who are active with an agency, and *especially* the number of additional licensed First Responders, EMT Basics, EMT - Intermediates, and Paramedics needed throughout the state. This information will help with the formulation of a plan to address this need.

- Note:**
- **Volunteer organizations:** please list all volunteer staff, even if those volunteers receive a per-run or other non-salary reimbursement.
 - If your volunteer organization doesn't require a specific licensure level but needs additional licensed personnel, please select the lowest level of licensure that will meet your staffing needs. i.e. don't list Paramedic when an EMT - Basic would suffice. Or, don't list First Responder if you really need EMTs.

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

1. Do you have a Vehicle Preventive Maintenance Program in place?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
If "Yes", please attach a copy of your program.				
2. Indicate the frequency of vehicle inspections:	<input type="checkbox"/>	Daily	<input type="checkbox"/>	Weekly
	<input type="checkbox"/>	Monthly	<input checked="" type="checkbox"/>	Quarterly
3. Attach Annual Safety Inspection for all units. (PRC ONLY)				

OPERATIONS PLAN

Please provide information on the Operations Plan for your service.

1. Do you have an Operations Plan?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
2. Are operational and medical protocols included in the Operations Plan?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
3. What was the effective date of your Operations Plan?	January 2013			
4. Please provide a map of the coverage area for your service.				

Service Name:	Quay Fire Department
	(EMS Service)

QUALITY ASSURANCE REVIEW					
1. Do you have an internal quality assurance/improvement mechanism in place?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes, please attach description.					
2. Indicate the dates of this year's quality assurance review activities.					
Reviews are conducted:	<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Annually
DATES OF REVIEW					
DATE	DATE	DATE	DATE	DATE	
12/31/2016					

SERVICE DIRECTOR/CHIEF				
Name:	Gerald Hight		Fire Chief	
	(Name)		(Title)	
Address:	4314 Quay Road 50.4		Tucumcari	NM 88401
	(Street/Mailing)		(City)	(State) (Zip)
(575) 487-2002	(575) 487-9514			ghight@plateautel.net
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<i>Gerald Hight</i>			

SERVICE MEDICAL DIRECTOR				
Name:	George E Evetts		Medical Director	60-36 NM
	(Name)		(Title)	(License #)
Address:	PO Box 1128		Tucumcari	NM 88401
	(Street/Mailing)		(City)	(State) (Zip)
	(575) 461-0591			gevetts@sr66.com
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
<i>*In signing this application I am certifying that I am actively providing medical direction for this EMS Service.</i>				
*Signature:	<i>George E Evetts M.D.</i>			

SERVICE TRAINING COORDINATOR				
Name:	Paula O'Steen		EMS Director	00012649 EMT-I
	(Name)		(Title)	(License #) (Level)
Address:	PO Box 643		Tucumcari	NM 88401
	(Street/Mailing)		(City)	(State) (Zip)
(575) 487-2002	(575) 403-7961		(575) 760-7961	osteenp2000@yahoo.com
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<i>Paula O'Steen</i>			

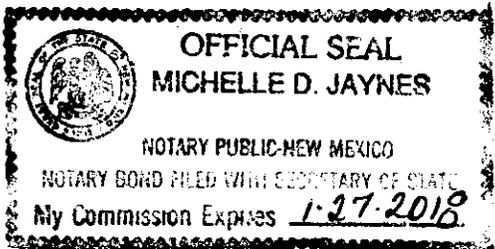
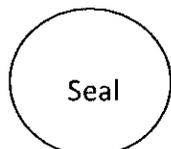
Service Name:	Quay Fire Department
	(EMS Service)

PERSON COMPLETING FORM				
Name:	Paula O'Steen		EMS Director	
	(Name)		(Title)	
Address:	PO Box 643	Tucumcari	NM	88401
	(Street/Mailing)	(City)	(State)	(Zip)
(575) 487-2002	(575) 403-7961	(575) 760-7961	osteenp2000@yahoo.com	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	Paula O'Steen			

The above was sworn and subscribed to before this 30th Day of December, 2016

Michelle D. Jaynes
Notary Public

Jan 27, 2018
My Commission Expires



**** Notary is for the person completing form

QUAY FIRE DEPARTMENT

OPERATION / PROCEDURES

All EMS run reports will be reviewed annually. All personnel will be present at the time of review.

VEHICLE INSPECTION

- Use vehicle inspection list to check the working order of each truck
 - Report any problems
- Clean and Wash Truck

TRUCK SUPPLIES, DRUGS AND EQUIPMENT

- Restock truck after every run
- Intermediates – check off controlled drugs in lock box on truck
- Make sure bag is put back together after every call
- Clean up equipment after every call
- Make sure trucks have run reports with all forms included

RUN REPORTS

- Fill out reports in a timely manner
- Enter all reports into data base as soon as possible (within 24 hours of run)
- List **ALL SUPPLIES** used
- Log all reports on log sheet and use log run number on all reports and forms
- Log mileage on all reports (To and From Scene)

- Attach all forms and incident reports if necessary – report any incidents as soon as possible
- Hospital copies must be returned to hospital within 48 hours

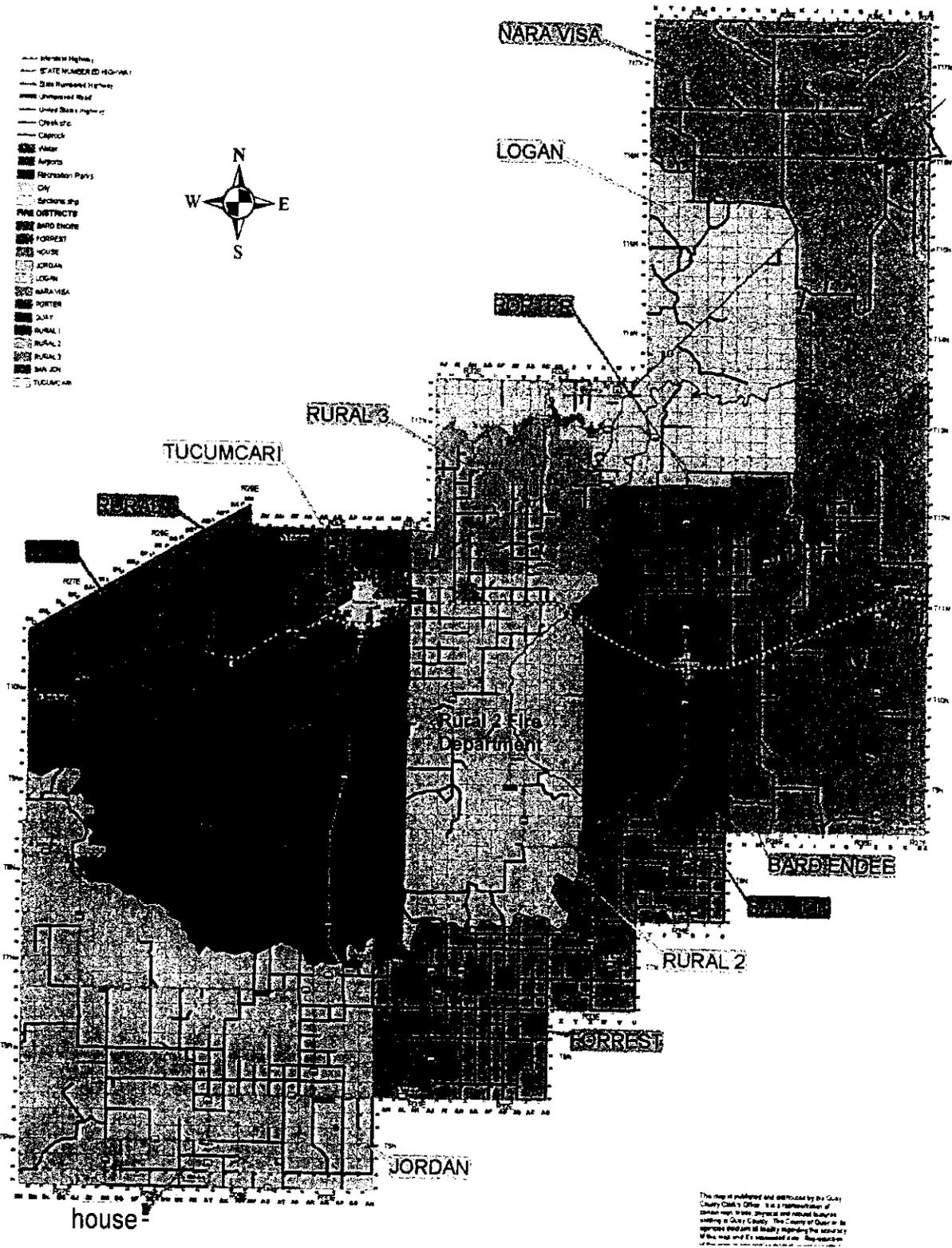
Run reports must contain the following, along with the usual information.

- Complete list of all supplies used
- Completed drug use record

Restock truck after each run to assure you have supplies for the next run.

QUAY COUNTY

In Division from the Quay City



The map published and distributed by the Quay County Clerk's Office is a reproduction of certain maps, books, journals and other sources available in Quay County. The County Clerk or its approved program of liability insurance is not responsible for the accuracy of the map and its reproduction.



**EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2018**

Submit to:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Due Date: January 20, 2017

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a local recipient. Your service must also be compliant with NMEMSTARS Data and Medical Rescue Certification, if not PRC.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 20, 2017**. Please adhere to the following instructions, as **incomplete applications will not be processed**:

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING** (one staple in the left top corner only- **NO PAPERCLIPS or BINDERS**)
- Be sure to have necessary **SIGNATURES and NOTARY**.

Local Recipient:	Forrest			321329	
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>	
Mailing Address:	3298Quay Road 37		Melrose		NM 88124
	<i>(Street/Mailing Address)</i>		<i>(City)</i>		<i>(State) (Zip)</i>
	1	2	3	575-309-9065	
	<i>(EMS Region)</i>		<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	Joe Garrett		Chief		pappyjoe63.jg@gmail.com
	<i>(Name)</i>		<i>(Title)</i>		<i>(E-mail Address)</i>

Applicant:	Quay County			
	<i>(County or Municipality serving as Fiscal Agent)</i>			
Mailing Address:	PO Box 1246		Tucumcari	NM 88401
	<i>(Mailing Address)</i>		<i>(City)</i>	<i>(State) (Zip)</i>
Fiscal Agent Contact Person:	Richard Primrose		County Manager	
	<i>(Name)</i>		<i>(Title)</i>	
	575-461-2112	575-461-6208	richardquay@plateautel.net	
	<i>(Telephone #)</i>	<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>	

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. **If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds.** Choose **one (1) level** for which your service meets or exceeds the criteria. (All responses are subject to review and verification).

Medical-Rescue Service Entry Level ((\$1,500))	Medical-Rescue Service First Responder ((\$3,000))	Medical-Rescue Service/Ambulance Basic Level ((\$5,000))	Medical-Rescue Service/Ambulance Advance Level ((\$7,000))
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, <u>minimum of two NM licensed personnel.</u>	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, <u>minimum of two NM licensed personnel.</u>	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, <u>minimum of two NM licensed personnel.</u>
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
<input type="checkbox"/> Check if applicable Service plans to routinely respond (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input checked="" type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. We must be realistic, please estimate amount closest to funding that service receives every year.
- Use each number only once. (Use additional sheets if necessary.)

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
1	Safety items, and maintenance on rescue	2500.00
2	Life pak 12 annual service	1200.00
Training:		
1	Trainers brought into department for weekend training	600.00
2	Cost to attend training held at other departments	600.00
Mileage & Per Diem:		
1	Cost to travel to and return for testing and training	1000.00
Supplies (Items Under \$500):		
1	1 time use supplies	450.00
2	Expired supplies	400.00
3	Disinfectant and cleaning supplies	400.00
**Capital Outlay (Items Over \$500):		
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		7,150.00

* Do not make all items Priority No. 1.

** For **Capital Outlay Projects** for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

Repair and maintenance are a must for the rescue, due to safety being number 1.

Life pak service is also a must for accurate readings of vitals', and life saving use's

We must have training thru out the year to maintain a quality service, and to keep up with changing time's, as well as needed for License renewal

We are a volunteer service, every one's time is valuable, monies can not be used for salaries, but I feel it is important to at least reimburse EMS personal's mileage for training and testing.

Supplies are a necessity

SERVICE NAME: Forrest

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF Quay

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

Mayor

OR

Franklin McCarlson Chairman, Board of Commissioners

Municipality

Quay County

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

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

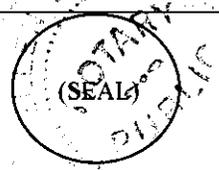
Signature of Official Named Above

9 day of Jan, 2019

(Title)

The above was sworn and subscribed to before this

Notary Public: Ellen L White



My commission expires: 3-21-19

PERSON COMPLETING FORM

Name: Joe A. Garrett (Name) Chief (Title)
Address: 32968 Quay Road 37
Melrose (City) NM (State) 88124 (Zip) (+4)
575-309-9065 (Work Phone) 575-309-9065 (Home Phone #) 575-309-9065 (Cellular Phone #) pappy joe63.jg at gmail.com (E-mail Address)
Signature: [Signature]

FOR BUREAU USE ONLY

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

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as top priority items for funding requests. (Please indicate below the number of items "on hand")

Front of Vehicle Cab or Optimal Location:

Item Description	On Hand	Item Description	On Hand
Fire Extinguisher (2 lb) or (2 – 11lb)	3	Siren	1
Flashlight	4	Spare Tire	1
Fuses (appropriate sizes)		Star of Life Displayed	4
Jack and Handle		Tool Box	
Lug Wrench		Triage Tags for MCI's	3
Maps or Navigational equipment	2	U.S. DOT Emergency Response Guidebook	2
Patient Care Reports or Reporting System	20	Vehicle Registration	1
Roadway warning devices	9	Vehicle Spotlight or auxiliary lighting	1
Service Specific Protocols and guidelines	1	Warning Lights	1
Other: <i>(Specify)</i>			

Communications Equipment

Item Description	On Hand	Item Description	On Hand
Dispatch Radio UHF/VHF	1	Spare Batteries/charger system	
EMSCOM (UHF) Radio	1		
Other: <i>(Specify)</i>			

Personal Protective Equipment

Item Description	On Hand	Item Description	On Hand
Exam Gloves	4 boxes	Helmet with Face Shield	2
Eye Protection	2	N-95 mask (or > particulate mask)	1 Box
Gloves (Leather or heavy duty)		Safety Vest/Jacket/(ANSI 2008 Compliant)	3
Hearing Protection		Splash Protection (disposable)	2 sets
Other: <i>(Specify)</i>			

Diagnostic Equipment

Item Description	On Hand	Item Description	On Hand
Aneroid Sphygmomanometer with infant, pediatric, adult and obese size cuffs	1		
End Title CO2 monitoring device (optional)	1	Pulse Oximeter	3
Glucose Monitoring Instrument	3	Stethoscope	4
Penlights	4	Thermometer (Patient)	2
Other: (Specify)			

Patient Compartment Equipment – If Applicable (Interior or Exterior)

Basic Level			
Item Description	On Hand	Item Description	On Hand
Adhesive Tape 1" and 2"	4	Oxygen Delivery Devices(Adult, Child and Infant Sizes)	2EA
		Oxygen Supply Tubing	
Bag Valve Mask Devices (Adult, Child and Infant)	2EA	Patient Restraints	1
Band-Aids (Assorted Sizes)	2	Pediatric Drug Dosage Tape or chart	1
Biohazard Clean-up Supplies	2	Pediatric Restraint device/car seat	1
Biohazard Waste bags	6	Pillows	3
Blankets	4	Portable Oxygen Equipment	4
Body Bags	1	Portable Suction Unit	
Cervical Collars - Rigid (Adult, Child and Infant)	4	Seated Spinal Immobilization Device	2
Cervical Immobilization Devices		Semi-Automatic Defibrillator with Pads	2
Chair Stretcher		Semi-Automatic Defibrillator Batteries	
Cold Pack	6	Sharps Container	2
Cold Weather Warming Devices	4	Sheets	6
Dressings Assorted (4x4, Kerlex, 2x2, etc.)	12	Shoulder/chest/extremity straps	6
Emesis Basin	2	Spinal Immobilization device/backboard	4
Field Stretcher (Scoop, Collapsible, Vacuum)	1	Splints, Extremity (Rigid, Air, Vacuum)	10
Foil Blanket	2	Sterile Burn Sheets	2
Hand Sanitizer	2	Sterile Gloves (Assorted Sizes)	4 box
Heat Pack	6	Sterile Water	4
Inhalation Therapy Equipment	4	Stokes Basket	1
Installed Oxygen System	1	Suction Catheters (Soft & Rigid)	2
Latex/Vinyl Gloves (Non-Sterile) (Small, Medium, Large, X-Large)	4	Supraglottic Airway Devices	
Long Backboard	4	Multi-lumen Airway Devices	3
Multi-level Stretcher	1	Laryngeal Airway Devices	1
Multi-Lumen Airways	1	Towels	6
Obstetrical Kit with Sterile Scissors or Equivalent to cutting umbilical cord	2	Traction Splint	2
Nasopharyngeal Airways	Set	Trauma Dressings	10
Occlusive Dressings	4	Trauma Shears	3
On-Board Suction System	1	Triangular Bandages	6
On-Board Oxygen Supply	1	Urinal (Male and Female)	1
Oropharyngeal Airway (Sizes 0 – 5, Infant – Adult)			
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Basic and the Service Medical Director			(Circle) Yes No

Other: <i>(Specify)</i>			
Advance Level			
Alcohol and Betadine Prep Pads	30	IV Fluid (Normal Saline, D5W, LR)	
Cardiac Monitor/ Defibrillator/Ext. Pacer (Manual)	1	Laryngoscope Blades – Adult	
Chest Decompression Catheters		Laryngoscope Blades –Peds	
Cricothyroidotomy Kit		Laryngoscope Handle	
EKG Monitor Electrodes	5 PAKS	Magill Forceps	
Electrode Defib Pads	3 PAKS	Needles (Assorted Gauges)	
End Tidal CO2 Detector	2	Pediatric Fluid Control Device	
Endotracheal Tubes (Assorted)		Scalpels	
Ext. Cardiac Pacing Pads	3 PAKS	Syringes (1cc, 3cc, 5cc, 10cc)	
Infusion Pumps		Toomey Syringe (60cc)	
Inhalation Therapy Equipment		Tubes, Blood Drawing (Assorted Sizes and Types)	
Intraosseous Needles		Tubing, IV Administration (60gtts)	
IV Catheters		Tubing, IV Administration Set (10gtts – 20gtts)	
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic, and the Service Medical Director			(Circle) Yes No
Other: <i>(Specify)</i>			

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT made and entered into this 25th day of August, 2014, by and between the Fire Departments and EMS Services listed hereinafter, and by signature of the Director of each service, this agreement will be by and between each service listed and signed for.

That for and in consideration of the mutual covenants and agreements hereinafter contained, IT IS AGREED as follows:

1.) **Definitions:**

Calling Fire Department / EMS Service requesting Mutual Aid
Aiding Fire Department / EMS Service offering Mutual Aid
Director: The elected or appointed service director or his/her subordinate officer.

In order to provide continuity of this agreement, future officers will be bound by this Agreement unless amendments are agreed to in writing.

If at any time after signing; a service elects not to be a part of this agreement, then a letter stating this fact will be delivered to the chairperson of the Association.

2.) **Purpose:**

The purpose of this Agreement will be to set down in writing the agreements for operations at emergencies at which two or more departments participate.

3.) **Method of Call:**

When the chief officer of the calling department recognizes the need for additional help at the scene of a fire / medical emergency or for area coverage due to full utilization of the calling department's equipment, a telephone call or radio call will be placed to the dispatcher's office of the aiding department. This call must describe the situation, exact location of the emergency, and specify the exact type of aid the calling department is requesting.

4.) **Equipment and Personnel Response:**

The chief officer of the aiding department will assess the coverage in his/her district, and will then provide fire / ambulance(s) and personnel to the extent needed and reasonably available to assist

EAST CENTRAL FIRE AND EMS ASSOCIATION MUTUAL AID AGREEMENT

the calling department without undermining the aiding department's ability to respond to calls in its own district.

5.) **Command**

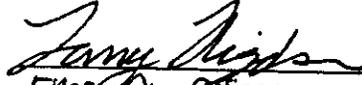
The calling department will retain command authority over personnel and department(s) responding from the aiding department. The aiding department reserves the right to recall personnel and equipment in the event of need in the aiding fire district.

6.) **Reporting Losses:**

The aiding services will be responsible for their own vehicles, equipment, and personnel. The aiding department will record the call as per their own Standard Operating Guidelines.

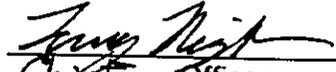
FOR THE AGREEING PARTIES:

Tucumcari Ambulance Service



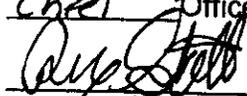
EMS Dr. Officer

Tucumcari Fire Department



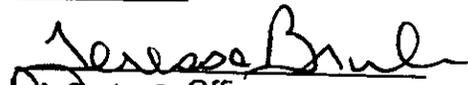
Chief Officer

Logan Fire Department



Chief Officer

Logan Ambulance Service



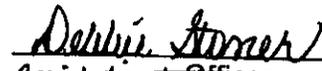
Director Officer

San Jon Fire Department



Chief Officer

San Jon Ambulance Service



Asst. Director Officer

House Fire Department

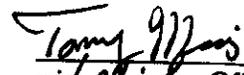
Officer

Arch Hurley Conservancy District One



Chief Officer

Arch Hurley Conservancy District Two



Asst. Chief Officer

EAST CENTRAL FIRE AND EMS ASSOCIATION MUTUAL AID AGREEMENT

Arch Hurley Conservancy District Three

Officer

Quay Fire Department (four)

Gerald Hight
Chief Officer

Quay Fire Dept Medical Rescue

Gerald Hight
Chief Officer

Nara Visa Fire Department

Yann Minard
Chief Officer

Bard-Endee Fire Department

Donnae Adams
Chief Officer

Jordan Fire Department

Bill Roland
Chief Officer

Forrest Fire Department

Joe G. Davis
Chief Officer

Porter Fire Department

Michael Emwin
Chief Officer

Conchas Dam Fire Department

Stephen R. White
Chief Officer

STATE OF NEW MEXICO)

COUNTY OF QUAY)

) ss
)

The foregoing instrument was acknowledged before me this
25th day of August, 2014, by the Director / Chief of the listed
Ambulance Services and Fire Departments.

Raura O'Steen
Notary Public



(SEAL)

My commission expires: 08/27/2017

EAST CENTRAL FIRE AND EMS ASSOCIATION
MUTAL AID AGREEMENT

ATTACHMENT

ADDITION OF ADDITIONAL DEPARTMENTS:

Rosebud Fire and Rescue

Robert L. Casak
Chief Officer

STATE OF NEW MEXICO)

)ss

COUNTY OF QUAY)

The foregoing instrument was acknowledged before me this 14th
day of October, 2014, by the Director / Chief of the listed Ambulance
Services and Fire Departments.

Paula O'Steen
Notary Public

(SEAL)

My Commission Expires: 08/27/2017

CURRY COUNTY FIRE AND EMS MUTUAL AID AGREEMENT

11. Equipment and supplies of parties to this agreement will at all times when utilized in the execution of this agreement remain the sole property and responsibility of the owner, and use and commitment will be in accordance with accepted fire suppression or emergency health related practices. Responding jurisdictions' personnel will ensure commitment of resources under their control is consistent with accepted professional practices.

12. Each party to this agreement agrees to comply with the spirit and intent of all applicable statues and regulations of the State of New Mexico concerning the provisions of fire suppression and emergency medical service. This includes ensuring that only properly trained and certified/registered personnel, and appropriate equipment meeting contemporary standards are utilized to respond in accordance with this agreement at all times.

13. Mutual aid for ambulance services shall be provided first by certificated agencies serving the same NMPRC approved emergency response area. Additional ambulances or other EMS resources shall be obtained from adjacent service areas as needed if all resources are overwhelmed and have been expended for that geographic area, of if the providing agency is activated and requires aid to make the call for the service.

14. Each party to this agreement is solely liable for the conduct of its personnel and equipment in response to mutual aid provisions contained in this agreement. Each party to this agreement shall maintain appropriate insurance coverage for its resources and response capabilities.

15. Expendable supplies and equipment as well as damage to equipment continues to be the responsibility and liability of its owner during any activity under provision of this agreement.

In showing witness to this agreement on dates incited, all organizations and entities do hereby agree to all terms and conditions specified above.

IN WITNESS WHEREOF, the parties have affixed their hands and seals by their duly authorized representatives.

THE CITY OF CLOVIS

Michael Volen
Fire Chief

3/22/16
Date

THE VILLAGE OF GRADY

[Signature]
Fire Chief

3/22/16
Date

THE VILLAGE OF MELROSE

Ray Gault
Fire Chief

3-22-16
Date

THE CITY OF TEXICO

Lewis Conner
Fire Chief

3/22/16
Date

CURRY COUNTY FIRE AND EMS MUTUAL AID AGREEMENT

THE COMMUNITY OF BROADVIEW

Quentrelli Wood
Fire Chief

3-22-16
Date

THE COMMUNITY OF FIELDS

Coody Molarly
Fire Chief

3-22-16
Date

THE COMMUNITY OF PLEASANT HILL

St. Rubin
Fire Chief

3-22-16
Date

THE COMMUNITY OF FORREST

Joe A. Dault
Fire Chief

3-22-2016
Date



EMS ANNUAL SERVICE REPORT
Fiscal Year 2018
 Due Date: January 20, 2017

Submit to:
 EMS Bureau 1301
 Siler Rd Bldg. F
 Santa Fe, NM 87507
 Attn: Ann Martinez

Service Name:	Forrest <i>(EMS Service)</i>
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Mailing Address:	3298 Quay Road 37 <i>(Mailing Address)</i>			
	Melrose <i>(City)</i>	NM <i>(State)</i>	88124 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Joe Garrett <i>(Name)</i>		Chief <i>(Title)</i>	
	575-309-9065 <i>(Business Phone)</i>	575-309-9065 <i>(Emergency Phone)</i>	 <i>(Fax)</i>	pappyjoe63.jg@gmail.com <i>(E-mail Address)</i>
Administration:	Quay County <i>(County or Municipality)</i>			
	PO Box 1246 <i>(Mailing Address)</i>			
	Tucumcari <i>(City)</i>	NM <i>(State)</i>	88401 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Richard Primrose <i>(Name)</i>		County Manager <i>(Title)</i>	
	575-461-2112 <i>(Telephone #)</i>	575-461-6208 <i>(Fax Phone #)</i>	richardquay@plateautel.net <i>(E-mail Address)</i>	
EMS Region:	Region I	Region II	Region III	<input checked="" type="checkbox"/>

Physical Location of Ambulance/Medical Rescue Facilities				
#1				
Name of Facility:	Forrest			
	<i>Latitude</i>		<i>Longitude</i>	
Street Address:	209 State HWY 210			
	McAlister <i>(City)</i>	NM <i>(State)</i>	88427 <i>(Zip)</i>	 <i>(+4)</i>
#2				
Name of Facility:				
	<i>Latitude</i>		<i>Longitude</i>	
Street Address:				
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
<i>(Use additional pages as necessary)</i>				

Service Name:	Forrest
	(EMS Service)

SERVICE INFORMATION			
Type of Service (Must Check Only One)		Affiliation Type (Mark Primary Affiliation Only)	
<input type="checkbox"/>	Certified PRC Ambulance	<input type="checkbox"/>	Private for-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Non-transport)	<input type="checkbox"/>	Private non-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Transport Capable)	<input type="checkbox"/>	Fire Dept.-based
<input type="checkbox"/>	Emergency Medical Dispatch Agency	<input type="checkbox"/>	Law Enforcement or Department of Public Safety-based
<input type="checkbox"/>	Special Event(s) Agency	<input type="checkbox"/>	Clinic-based
<input type="checkbox"/>	Air Ambulance	<input type="checkbox"/>	Hospital-based
<input type="checkbox"/>	Other (Please Specify):	<input type="checkbox"/>	County-based
<input type="checkbox"/>		<input type="checkbox"/>	Municipality-based
<input type="checkbox"/>		<input type="checkbox"/>	Tribal
PRC Certification #		<input type="checkbox"/>	Other (Please Specify):
Medical Rescue Certification #	0321329		
# of Years in Operation			
EMS Calls		Local Receiving Hospital(s)	
Received By (Mark One)		Dispatched by (Mark One)	
<input type="checkbox"/>	Basic 911	<input type="checkbox"/>	Ambulance Service
<input type="checkbox"/>	Enhanced 911	<input type="checkbox"/>	Central Dispatch <input checked="" type="checkbox"/>
<input type="checkbox"/>	Local Phone	<input type="checkbox"/>	Fire Department
		<input type="checkbox"/>	Law Enforcement
			Location of Dispatch:

EMERGENCY MEDICAL SERVICES PERSONNEL					
LICENSED NUMBER OF PERSONNEL BY TRAINING LEVEL					
	Paid (Indicate Part Time/Full Time)	Volunteer*		Paid (Indicate Part Time/Full Time)	Volunteer*
EMS First Responder		5	Emergency Medical Dispatch Instructor		
EMT Basic		2	Nurse		1
EMT Intermediate		1	Physician		
EMT Paramedic			Driver		
Emergency Medical Dispatcher			Other		

*Volunteer may include those paid by the run or other non-salary arrangement.

LICENSED EMS PERSONNEL					
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. (Use additional pages as necessary.)					
Name	Licensure Level	License Number	License Expiration Date	EVOC Course Date	Paid/Volunteer
Joe A. Garrett	B	10001526	03/31/2017	9/2015	Vol
Joe Lavender	B	10001459	03/31/2017	9/2015	Vol
Judy Rush	FR	00021880	03/31/2017	9/2015	Vol
Dana Rush	FR	00021881	03/31/2017	9/2015	Vol
Jerri Rush	FR	00017372	03/31/2017	9/2015	Vol
David Rush	FR	00024736	03/31/2017	9/2015	Vol

Service Name:	Forrest
	(EMS Service)

For Ground Ambulance/Medical Rescue Services Only

GROUND AMBULANCE/MEDICAL RESCUE VEHICLE DRIVERS (Non-EMS Personnel)

List all non-EMS personnel who are functioning as drivers for your service, and indicate the date of completion of their Bureau approved vehicle operator's course. Also, indicate any medical training they may have completed, for information purposes only. (Use additional sheets as necessary.)

Name	Driver's License Number	EVOC Course Date	Class of NMDL	Other Medical Training
Monika Garrett		9/2015	Class C/E	EMT- Basic
Cj Garrett		9/2015	Class A	EMT-Basic
Ray Rush		9/2015	Class A	
Richard Rush		9/2015	Class E	FR
Tek Gunn		9/2015	Class E	FR
Donn Beevers		9/2015	Class E	
Anthony Ulibarri		9/2015	Class A	

GROUND AMBULANCE/MEDICAL RESCUE VEHICLES

Enter the total number of each type of vehicle used by your service. (Mandatory)

Type I:		Type IV:	
Type II:		Medical/Rescue:	X
Type III:		Other – Explain:	

List all ambulance/medical rescue units, which are currently used by your service to provide patient transportation or first response. Indicate each vehicle's year, make, model, type (I, II, III, IV), license number, date of manufacture, whether two wheel or four-wheel drive, patient capacity for supine patients, and the current mileage. (Mandatory)

(Use additional pages as necessary)

Year	Make And Model	Type of Vehicle	License Number	State Assigned EMS/COM Radio Unit Number	Manufacture Date	2WD or 4WD	Transport Patient Capacity	Mileage	Annual Inspection Date
2002	Ford	E-350	G-82317	Forrest Unit 7	FEB - 2002	2WD	2	205898	9/2016

(Please provide a list of all emergency response units in your department (include engines, brush trucks, etc.)

Service Name:	Forrest Fire and EMS <i>(EMS Service)</i>
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This section is a Mandatory Survey please fill out appropriately
(Failure to fill out will result in an incomplete application)

EMERGENCY MEDICAL SERVICES PERSONNEL NEEDS ASSESSMENT

Career and Paid Agencies			Volunteer Agencies*		
	Number of Paid Staff	Additional Needed for Adequate Staffing		Number of Volunteer staff	Additional Needed for Adequate Response and Staffing
Non - EMS Personnel (Drivers and/or CPR & First Aid only)				20	
Licensed EMS First Responder				5	
Licensed EMT Basic				2	
Licensed EMT Intermediate				1	
Licensed EMT Paramedic					
Total:				28	

This survey's goal is to determine the number of currently responding licensed caregivers, and *especially* the number of additional licensed First Responders, EMT Basics, EMT – Intermediates, and Paramedics needed throughout the state. This information will help with the formulation of a plan to address this need.

***Note:**

- **Volunteer organizations:** please list all volunteer staff, even if those volunteers receive a per – run or other non-salary reimbursement.

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

1. Do you have a Vehicle Preventive Maintenance Program in place? Yes No

If "Yes", please attach a copy of your program.

2. Indicate the frequency of vehicle inspections:

3. Attach Annual Safety Inspection for all units. **(PRC ONLY)**

OPERATIONS

Please provide information on the Operations Plan for your service.

1. Do you have an Operations Plan?

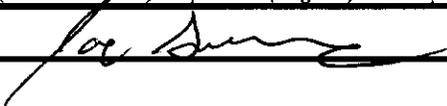
2. Are operational and medical protocols included in the Operations Plan?

3. What was the effective date of your Operations Plan?

4. Please provide a map of the coverage area for your service.

Service Name:	Forrest <i>(EMS Service)</i>
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QUALITY ASSURANCE REVIEW					
1. Do you have an internal quality assurance/improvement mechanism in place?				<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If "Yes", please attach description.					
2. Indicate the dates of this year's quality assurance review activities.					
Reviews are conducted:					
<input type="checkbox"/> Daily	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input checked="" type="checkbox"/> Annually	
DATES OF REVIEW					
DATE	DATE	DATE	DATE	DATE	
July 2016					

SERVICE DIRECTOR/CHIEF				
Name:	Joe Garrett <i>(Name)</i>		Chief <i>(Title)</i>	
Address:	3298 Quay Road 37 <i>(Street/Mailing)</i>		Melrose <i>(City)</i>	NM 88124 <i>(State) (Zip)</i>
<i>(Work Phone)</i>	575-309-9065 <i>(Home Phone #)</i>	<i>(Pager #)</i>	575-309-9065 <i>(Cellular Phone #)</i>	pappyjoe63.jg@gmail.com <i>(E-mail Address)</i>
Signature:				

SERVICE MEDICAL DIRECTOR				
Name:	George Evetts <i>(Name)</i>		Medical Director <i>(Title)</i>	NM 60-36 <i>(License #)</i>
Address:	po box 1128 <i>(Street/Mailing)</i>		Tucumcari <i>(City)</i>	NM 88401 <i>(State) (Zip)</i>
<i>(Work Phone)</i>	575-461-0591 <i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>
*In signing this application I am certifying that I am actively providing medical direction for this EMS Service.				
*Signature:				

SERVICE TRAINING COORDINATOR				
Name:	Joe Garrett <i>(Name)</i>		Chief <i>(Title)</i>	10001526 EMT - Basic <i>(License #) (Level)</i>
Address:	3298 quay Road 37 <i>(Street/Mailing)</i>		Melrose <i>(City)</i>	NM 88124 <i>(State) (Zip)</i>
<i>(Work Phone)</i>	575-309-9065 <i>(Home Phone #)</i>	<i>(Pager #)</i>	575-309-9065 <i>(Cellular Phone #)</i>	pappyjoe63.jg@gmail.com <i>(E-mail Address)</i>
Signature:				

QUALITY ASSURANCE

1. All EMS responses will have a corresponding NM EMS Service Report or the equivalent filled out as soon as possible after the incident. A designated member or committee and/or the system Medical Director must review these reports at least once a month. The purpose of the review is to ensure that appropriate medical care is being provided.
2. Standards that will be evaluated during QA activities are:
 - a. Appropriate medical assessments.
 - b. Compliance with service protocol
 - c. Appropriate medical control
 - d. Treatment within the New Mexico Scope of Practice
3. A written report of the problem and corrective action will be provided to the service Medical Director.
4. The Medical Director and/or a designee will address problems and discuss any necessary training and counseling.
5. A written report of any disciplinary action and suggested solutions will be provided to personnel involved with the run, if applicable.

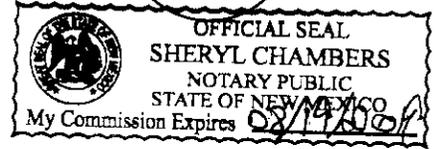
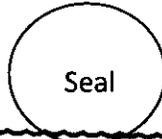
Service Name:	Forrest
	(EMS Service)

PERSON COMPLETING FORM				
Name:	Joe Garrett		Chief	
	(Name)		(Title)	
Address:	3298 Quay Road 37		Melrose	NM 88124
	(Street/Mailing)		(City)	(State) (Zip)
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<i>Joe Garrett</i>			

The above was sworn and subscribed to before this 3rd Day of January, 2017

Sheryl Chambers
Notary Public

08/19/2019
My Commission Expires



**** Notary is for the person completing form



**EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2018**

Submit to:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Due Date: January 20, 2017

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a local recipient. Your service must also be compliant with NMEMSTARS Data and Medical Rescue Certification, if not PRC.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 20, 2017**. Please adhere to the following instructions, **as incomplete applications will not be processed**:

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING** (*one staple in the left top corner only- NO PAPERCLIPS or BINDERS*)
- Be sure to have necessary **SIGNATURES** and **NOTARY**.

Local Recipient:	Bard-Endee Fire District			321340	
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>	
Mailing Address:	1079 Route 66		Bard	NM	88411
	<i>(Street/Mailing Address)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	1	2	x	3	
	<i>(EMS Region)</i>		<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	Kelly Boney		EMS Director	Kellyboney_79@yahoo.com	
	<i>(Name)</i>		<i>(Title)</i>	<i>(E-mail Address)</i>	

Applicant:	Quay County				
	<i>(County or Municipality serving as Fiscal Agent)</i>				
Mailing Address:	P.O. 1246		Tucumcari	NM	88401
	<i>(Mailing Address)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
Contact Person:	Richard Primrose		County Manager		
	<i>(Name)</i>		<i>(Title)</i>		
	575.461.2112	575.461.6208	Richard.primrose@quaycounty-nm.gov		
<i>(Telephone #)</i>		<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>		

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose **one (1)** level for which your service meets or exceeds the criteria.
(All responses are subject to review and verification).

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, <u>minimum of two NM licensed personnel.</u>	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, <u>minimum of two NM licensed personnel.</u>	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, <u>minimum of two NM licensed personnel.</u>
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. <u>Attached copy(s)</u>	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). <u>Attach copy(s)</u>
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
<input type="checkbox"/> Check if applicable Service plans to routinely respond (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.	<input checked="" type="checkbox"/> Check if applicable Routinely responds (<u>defined as "available...24 hours per day, 7 days per week"</u>) when dispatched for all medical and traumatic emergencies within its primary response area.
<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. We must be realistic, please estimate amount closest to funding that service receives every year.
- Use each number only once. (Use additional sheets if necessary.)

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
5	Tires	400.00
4	Oil & Filters	200.00
Training:		
2	Conference Fees for Region 3	800.00
Mileage & Per Diem:		
3	Conference mileage and Per diem	1,500.00
Supplies (Items Under \$500):		
1	General EMS supplies (tape,02 masks,straps,blankets)	500.00
6	Reflective Safety Jackets	400.00
**Capital Outlay (Items Over \$500):		
8	Portable Generator	2,000.00
7	Portable Lights	1,500.00
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		7,300.00

* Do not make all items Priority No. 1.

** For Capital Outlay Projects for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match
-

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is obtained

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

1. These are items that are used up generally thrown away at hospital
2. Needed for CE's to keep licenses
3. Be able to pay our way to training & conference
4. To keep on top of Maintenance
5. You never know when you may blow out a tire
6. I-40 is a very busy Interstate , need to be more visible especially at night.
7. To help light up the scene at night (SAFTEY)
8. To help light up the scene at night (SAFTEY)

SERVICE NAME: Bard-Endee Fire District

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF Quay

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

Franklin McCasland *Franklin McCasland*
OR Chairman, Board of Commissioners

Mayor

Quay County

Municipality

County

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

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

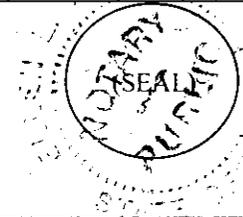
Signature of Official Named Above

(Title)

The above was sworn and subscribed to before this 9 day of Jan, 2017.

Notary Public:

Elle Lubitz



My commission expires:

3-21-19

PERSON COMPLETING FORM

Name:	Kelly Boney	EMS Director		
	(Name)	(Title)		
Address:	4865 Quay RD. L			
	San Jon	New Mexico	88434	
	(City)	(State)	(Zip)	(+4)
575.602.5888		575.602.5888	kellyboney_79@yahoo.com	
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:	<i>Kelly Boney</i>			

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem: _____

Date Corrected: _____

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as **top priority** items for funding requests. **(Please indicate below the number of items "on hand")**

Front of Vehicle Cab or Optimal Location:

Item Description	On Hand	Item Description	On Hand
Fire Extinguisher (2 lb) or (2 – 1lb)	2	Siren	1
Flashlight	3	Spare Tire	1
Fuses (appropriate sizes)	4	Star of Life Displayed	1
Jack and Handle	1	Tool Box	1
Lug Wrench	1	Triage Tags for MCI's	10
Maps or Navigational equipment		U.S. DOT Emergency Response Guidebook	2
Patient Care Reports or Reporting System	11	Vehicle Registration	1
Roadway warning devices	2	Vehicle Spotlight or auxiliary lighting	1
Service Specific Protocols and guidelines	1	Warning Lights	2
Other: <i>(Specify)</i>			

Communications Equipment

Item Description	On Hand	Item Description	On Hand
Dispatch Radio UHF/VHF	1	Spare Batteries/charger system	1
EMSCOM (UHF) Radio	1		
Other: <i>(Specify)</i> hand held	3		

Personal Protective Equipment

Item Description	On Hand	Item Description	On Hand
Exam Gloves	box	Helmet with Face Shield	
Eye Protection	3	N-95 mask (or > particulate mask)	
Gloves (Leather or heavy duty)	3p	Safety Vest/Jacket/(ANSI 2008 Compliant)	3
Hearing Protection		Splash Protection (disposable)	
Other: <i>(Specify)</i>			

Diagnostic Equipment

Item Description	On Hand	Item Description	On Hand
Aneroid Sphygmomanometer with infant, pediatric, adult and obese size cuffs	1 each		
End Title CO2 monitoring device (optional)	1	Pulse Oximeter	1
Glucose Monitoring Instrument	1	Stethoscope	3
Penlights	2	Thermometer (Patient)	2
Other: (Specify)			

Patient Compartment Equipment – If Applicable (Interior or Exterior)

Basic Level			
Item Description	On Hand	Item Description	On Hand
Adhesive Tape 1" and 2"	box	Oxygen Delivery Devices (Adult, Child and Infant Sizes)	15
Auto Ventilator Devices (ATV/MTV)		Oxygen Supply Tubing	9
Bag Valve Mask Devices (Adult, Child and Infant)	9	Patient Restraints	2
Band-Aids (Assorted Sizes)	box	Pediatric Drug Dosage Tape or chart	1
Biohazard Clean-up Supplies	3	Pediatric Restraint device/car seat	1
Biohazard Waste bags	2	Pillows	
Blankets	8	Portable Oxygen Equipment	3
Body Bags	1	Portable Suction Unit	1
Cervical Collars - Rigid (Adult, Child and Infant)	8	Seated Spinal Immobilization Device	x
Cervical Immobilization Devices	3	Semi-Automatic Defibrillator with Pads	3
Chair Stretcher	1	Semi-Automatic Defibrillator Batteries	3
Cold Pack	2	Sharps Container	1
Cold Weather Warming Devices		Sheets	6
Dressings Assorted (4x4, Kerlex, 2x2, etc.)	Boxes	Shoulder/chest/extremity straps	6
Emesis Basin	2	Spinal Immobilization device/backboard	3
Field Stretcher (Scoop, Collapsible, Vacuum)	2	Splints, Extremity (Rigid, Air, Vacuum)	3
Foil Blanket	1	Sterile Burn Sheets	3
Hand Sanitizer	1	Sterile Gloves (Assorted Sizes)	Boxes
Heat Pack	2	Sterile Water	6
Inhalation Therapy Equipment		Stokes Basket	1
Installed Oxygen System		Suction Catheters (Soft & Rigid)	Y
Latex/Vinyl Gloves (Non-Sterile) (Small, Medium, Large, X-Large)	Boxes	Supraglottic Airway Devices	
Long Backboard	3	Multi-lumen Airway Devices	Y
Multi-level Stretcher		Laryngeal Airway Devices	Set
Multi-Lumen Airways	3	Towels	4
Obstetrical Kit with Sterile Scissors or Equivalent to cutting umbilical cord	1	Traction Splint	1
Nasopharyngeal Airways	Set	Trauma Dressings	5
Occlusive Dressings	5	Trauma Shears	2
On-Board Suction System		Triangular Bandages	Box
On-Board Oxygen Supply		Urinal (Male and Female)	
Oropharyngeal Airway (Sizes 0 – 5, Infant – Adult)	set		
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Basic and the Service Medical Director			(Circle) Yes No

Other: <i>(Specify)</i>			
Advance Level			
Alcohol and Betadine Prep Pads		IV Fluid (Normal Saline, D5W, LR)	
Cardiac Monitor/ Defibrillator/Ext. Pacer (Manual)		Laryngoscope Blades – Adult	
Chest Decompression Catheters		Laryngoscope Blades – Peds	
Cricothyroidotomy Kit		Laryngoscope Handle	
EKG Monitor Electrodes		Magill Forceps	
Electrode Defib Pads		Needles (Assorted Gauges)	
End Tidal CO2 Detector		Pediatric Fluid Control Device	
Endotracheal Tubes (Assorted)		Scalpels	
Ext. Cardiac Pacing Pads		Syringes (1cc, 3cc, 5cc, 10cc)	
Infusion Pumps		Toomey Syringe (60cc)	
Inhalation Therapy Equipment		Tubes, Blood Drawing (Assorted Sizes and Types)	
Intraosseous Needles		Tubing, IV Administration (60gtts)	
IV Catheters		Tubing, IV Administration Set (10gtts – 20gtts)	
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic, and the Service Medical Director			(Circle) Yes No
Other: <i>(Specify)</i>			



EMS ANNUAL SERVICE REPORT
Fiscal Year 2018
 Due Date: January 20, 2017

Submit to:
 EMS Bureau
 1301 Siler Rd Bldg.
 F
 Santa Fe, NM
 87507
 Attn: Ann Martinez

Service Name:	Bard-Endee Fire District <i>(EMS Service)</i>
----------------------	---

Mailing Address:	1097 Route 66 <i>(Mailing Address)</i>			
	Bard <i>(City)</i>	NM <i>(State)</i>	88411 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Kelly Boney <i>(Name)</i>		EMS Director <i>(Title)</i>	
	575.602.5888 <i>(Business Phone)</i>	 <i>(Emergency Phone)</i>	 <i>(Fax)</i>	Kellyboney_79@yahoo.com <i>(E-mail Address)</i>
Administration:	Quay County <i>(County or Municipality)</i>			
	P.O. Box 1246 <i>(Mailing Address)</i>			
	Tucumcari <i>(City)</i>	NM <i>(State)</i>	88401 <i>(Zip)</i>	 <i>(+4)</i>
Contact Person:	Richard Primrose <i>(Name)</i>		County Manager <i>(Title)</i>	
	575.461.2112 <i>(Telephone #)</i>	575.460.6208 <i>(Fax Phone #)</i>	Richard.primrose@quaycounty-nm.gov <i>(E-mail Address)</i>	
EMS Region:	Region I	Region II	Region III	x

Physical Location of Ambulance/Medical Rescue Facilities				
#1				
Name of Facility:	Bard-Endee Fire District			
	N 35.114394 <i>Latitude</i>		W 103.207606 <i>Longitude</i>	
Street Address:	1097 Route 66			
	Bard <i>(City)</i>	NM <i>(State)</i>	88411 <i>(Zip)</i>	 <i>(+4)</i>
#2				
Name of Facility:				
	<i>Latitude</i>		<i>Longitude</i>	
Street Address:				
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
<i>(Use additional pages as necessary)</i>				

Service Name:	Bard-Endee Fire District
	<i>(EMS Service)</i>

SERVICE INFORMATION			
Type of Service (Must Check Only One)		Affiliation Type (Mark Primary Affiliation Only)	
<input type="checkbox"/>	Certified PRC Ambulance	<input type="checkbox"/>	Private for-profit
<input checked="" type="checkbox"/>	Certified Medical/Rescue Service (Non-transport)	<input type="checkbox"/>	Private non-profit
<input type="checkbox"/>	Certified Medical/Rescue Service (Transport Capable)	<input checked="" type="checkbox"/>	Fire Dept.-based
<input type="checkbox"/>	Emergency Medical Dispatch Agency	<input type="checkbox"/>	Law Enforcement or Department of Public Safety-based
<input type="checkbox"/>	Special Event(s) Agency	<input type="checkbox"/>	Clinic-based
<input type="checkbox"/>	Air Ambulance	<input type="checkbox"/>	Hospital-based
<input type="checkbox"/>	Other (Please Specify):	<input type="checkbox"/>	County-based
<input type="checkbox"/>		<input type="checkbox"/>	Municipality-based
<input type="checkbox"/>		<input type="checkbox"/>	Tribal
PRC Certification #		Other (Please Specify):	
Medical Rescue Certification #	321340		
# of Years in Operation	35		
EMS Calls		Local Receiving Hospital(s)	
Received By (Mark One)	Dispatched by (Mark One)	Dan Trigg Tucumcari NM	
<input type="checkbox"/>	Basic 911	<input type="checkbox"/>	Ambulance Service
<input checked="" type="checkbox"/>	Enhanced 911	<input checked="" type="checkbox"/>	Central Dispatch
<input type="checkbox"/>	Local Phone	<input type="checkbox"/>	Fire Department
		<input type="checkbox"/>	Law Enforcement
			Location of Dispatch:

EMERGENCY MEDICAL SERVICES PERSONNEL					
LICENSED NUMBER OF PERSONNEL BY TRAINING LEVEL					
	Paid (Indicate Part Time/Full Time)	Volunteer*		Paid (Indicate Part Time/Full Time)	Volunteer*
EMS First Responder			Emergency Medical Dispatch Instructor		
EMT Basic			Nurse		
EMT Intermediate		2	Physician		
EMT Paramedic			Driver		5
Emergency Medical Dispatcher			Other		5

*Volunteer may include those paid by the run or other non-salary arrangement.

LICENSED EMS PERSONNEL					
List all personnel who are currently providing pre-hospital care with your service and identify their state certification or licensure levels, state certification or license numbers, and expiration dates. Also, please indicate the completion date of their emergency vehicle operator's course, if applicable. <i>(Use additional pages as necessary.)</i>					
Name	Licensure Level	License Number	License Expiration Date	EVOC Course Date	Paid/Volunteer
Kelly Boney	EMT-I	14000126	3/31/2017	2014	Volunteer
Kalon Lafferty	EMT-I	00017611	3/31/2018	2000	Volunteer

Service Name:	Bard-Endee Fire District
	<i>(EMS Service)</i>

For Ground Ambulance/Medical Rescue Services Only

GROUND AMBULANCE/MEDICAL RESCUE VEHICLE DRIVERS (Non-EMS Personnel)

List all non-EMS personnel who are functioning as drivers for your service, and indicate the date of completion of their Bureau approved vehicle operator's course. Also, indicate any medical training they may have completed, for information purposes only. (Use additional sheets as necessary.)

Name	Driver's License Number	EVOC Course Date	Class of NMDL	Other Medical Training
Don McCoy	006289614	2000	CDL	Past EMT
Donald Carter	001180649	2000	CDL	Past EMT
Wade Lane	051306554	2000	E	Past EMT
Donald Adams	000574503	2000	E	Past EMT
Austin Gibson	503782413	2000	E	

GROUND AMBULANCE/MEDICAL RESCUE VEHICLES

Enter the total number of each type of vehicle used by your service. *(Mandatory)*

Type I:		Type IV:	
Type II:		Medical/Rescue:	1
Type III:		Other - Explain:	Fire trucks

List all ambulance/medical rescue units, which are currently used by your service to provide patient transportation or first response. Indicate each vehicle's year, make, model, type (I, II, III, IV), license number, date of manufacture, whether two wheel or four-wheel drive, patient capacity for supine patients, and the current mileage. *(Mandatory)*

(Use additional pages as necessary)

Year	Make And Model	Type of Vehicle	License Number	State Assigned EMSCOM Radio Unit Number	Manufacture Date	2WD or 4WD	Transport Patient Capacity	Mileage	Annual Inspection Date
1979	IHC-1600	Type 5	G63259		1979	2 wd	0	7345	2016

(Please provide a list of all emergency response units in your department (include engines, brush trucks, etc.)

Service Name:	Bard-Endee Fire District
	(EMS Service)

This section is a Mandatory Survey please fill out appropriately
 (Failure to fill out will result in an incomplete application) (2nd of 3)

EMERGENCY MEDICAL SERVICES PERSONNEL NEEDS ASSESSMENT

	Career and Paid Agencies			Volunteer Agencies	
	Number of Actual Paid Staff	Additional Needed for Adequate or Optimal Staffing		Number of Volunteer staff	Additional Needed for Adequate Response and Staffing
Non-EMS Personnel (Drivers and/or CPR & First Aid only)				5	
Licensed EMS First Responder					2
Licensed EMT Basic					2
Licensed EMT Intermediate				2	
Licensed EMT Paramedic					
Total:	0	0		7	4

This survey's goal is to determine the number of currently licensed caregivers who are active with an agency, and *especially* the number of additional licensed First Responders, EMT Basics, EMT Intermediates, and Paramedics needed throughout the state. This information will help with the formulation of a plan to address this need.

- *Note:**
- **Volunteer organizations:** please list all volunteer staff, even if those volunteers receive a per diem or other non-salary reimbursement.
 - If your volunteer organization doesn't require a specific licensure level but needs additional licensed personnel, please select the lowest level of licensure that will meet your staffing needs. We don't list Paramedic when an EMT Basic would suffice. Or, don't list First Responder if you really need EMTs.

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

1. Do you have a Vehicle Preventive Maintenance Program in place? Yes No
 If "Yes", please attach a copy of your program.

2. Indicate the frequency of vehicle inspections: Daily Weekly Monthly Quarterly

3. Attach Annual Safety Inspection for all units. (PRC ONLY)

OPERATIONS PLAN

Please provide information on the Operations Plan for your service.

1. Do you have an Operations Plan? Yes No

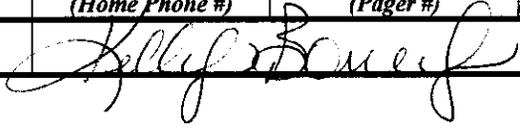
2. Are operational and medical protocols included in the Operations Plan? Yes No

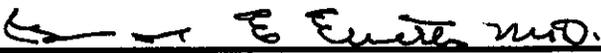
3. What was the effective date of your Operations Plan? **12/2014**

4. Please provide a map of the coverage area for your service.

Service Name:	Bard-Endee Fire District <i>(EMS Service)</i>
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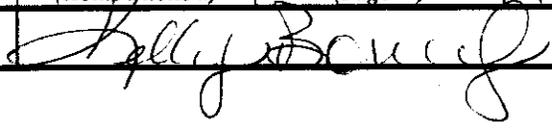
QUALITY ASSURANCE REVIEW											
1. Do you have an internal quality assurance/improvement mechanism in place?							<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	
If "Yes", please attach description.											
2. Indicate the dates of this year's quality assurance review activities.											
Reviews are conducted:		<input type="checkbox"/>	Daily	<input type="checkbox"/>	Weekly	<input type="checkbox"/>	Monthly	<input type="checkbox"/>	Quarterly	<input checked="" type="checkbox"/>	Annually
DATES OF REVIEW											
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	
12/01/2016											

SERVICE DIRECTOR/CHIEF					
Name:	Kelly Boney		EMS Director		
	<i>(Name)</i>		<i>(Title)</i>		
Address:	4865 Q.R.L		San Jon	NM	88434
	<i>(Street/Mailing)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
575.602.5888			575.602.5888	Kellyboney_79@yahoo.com	
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>	
Signature:					

SERVICE MEDICAL DIRECTOR					
Name:	Dr. George Evetts		Medical Director		60-36 NM
	<i>(Name)</i>		<i>(Title)</i>		<i>(License #)</i>
Address:	916 Escuela		Tucumcari	N.M	88401
	<i>(Street/Mailing)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	575.461.0591				
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>	
*In signing this application I am certifying that I am actively providing medical direction for this EMS Service.					
*Signature:					

SERVICE TRAINING COORDINATOR					
Name:	Kalon Lafferty		Coordinator	00017611	EMT-I
	<i>(Name)</i>		<i>(Title)</i>	<i>(License #)</i>	<i>(Level)</i>
Address:	6003 Quay road M		Bard	NM	88411
	<i>(Street/Mailing)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	575.576.7442		575.403.7442		
<i>(Work Phone)</i>	<i>(Home Phone #)</i>	<i>(Pager #)</i>	<i>(Cellular Phone #)</i>	<i>(E-mail Address)</i>	
Signature:					

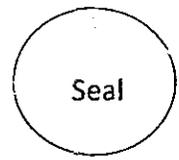
Service Name:	Bard-Endee Fire District		
	(EMS Service)		

PERSON COMPLETING FORM				
Name:	Kelly Boney		EMS Director	
	(Name)		(Title)	
Address:	4865 Quay Road L		San Jon	NM 88434
	(Street/Mailing)		(City)	(State) (Zip)
575.602.5888			575.602.5888	Kellyboney_79@yahoo.com
(Work Phone)	(Home Phone #)	(Pager #)	(Cellular Phone #)	(E-mail Address)
Signature:				

The above was sworn and subscribed to before this 3rd Day of January, 2017

Elle Lubite
Notary Public

3-21-19
My Commission Expires



**** Notary is for the person completing form

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

QUAY, COUNTY OF				RICHARD PRIMROSE			
Customer (Bill To) 300 S THIRD ST				Billing Contact Name PO BOX 1246			
Product Location Address TUCUMCARI NM 88401				Billing Address (if different from location address) TUCUMCARI NM 88401-1246			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (575)461-2112			Billing Contact Facsimile Number		Billing Contact E-Mail Address richard.primrose@quaycounty-nm.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC3004 BRANDING SET
1	RICOH MPC3004 BRANDING SET
1	RICOH MPC2504 BRANDING SET
1	RICOH MPC2504 BRANDING SET
1	RICOH MPC3504 BRANDING SET

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)
60

Minimum Payment (Without Tax)
\$ 640.38

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

Advance Payment
<input type="checkbox"/> 1 st Payment
<input type="checkbox"/> 1 st & Last Payment
<input type="checkbox"/> Other: _____

Guaranteed Minimum Images*°	
Black/White	Color
0	0

Cost of Additional Images°	
Black/White	Color
\$0.0055	\$0.0356

Meter Reading/Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> Other: _____

* Based upon Minimum Payment Billing Frequency
 ° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "Image Management Commitments" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <u><i>Franklin McCasland</i></u> Authorized Signer Signature</p> <p>Printed Name: <u>Franklin McCasland</u></p> <p>Title: <u>Chairman</u> Date: <u>1/9/17</u></p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.

IMAGE MANAGEMENT COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Rico"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's Normal Business Hours (as defined below). They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Product Schedule, will not increase in price during the Minimum Term of the image Management Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays ((i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day). Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

RESPONSE TIME COMMITMENT

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of your call. Ricoh will provide a four (4) business hour response time for all service calls located within a major metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Ricoh service center for the term of the Image Management Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Product Schedule but may extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Ricoh shall re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Rico Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

01/03/2017 12:49 PM

20015495

70 Valley Stream Parkway, Malvern, PA 19355

ISEADD PS-USC-IMC 4.15

Ricoh* and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

Page 1 of 1



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name QUAY, COUNTY OF				
Address PO BOX 1246				
City TUCUMCARI	State NM	Zip 88401-1246	Contact RICHARD PRIMROSE	Telephone Number (575)461-2112
Federal Tax ID Number 85-6000238 <i>(Do Not Insert Social Security Number)</i>		Facsimile Number		E-mail Address richard.primrose@quaycounty-nm.gov

This U.S. Communities Master Lease Agreement ("Lease Agreement") has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us" or "our" in this Lease Agreement, we mean Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

1. **Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the "County") on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the "Contract Period"), one year at a time, or any combination thereof (the "Contract"). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a "Schedule"), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as "Product." The manufacturer of the tangible Product shall be referred to as the "Manufacturer." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."
2. **Schedules: Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
3. **Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.
 - (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
 - (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
 - (d) You also agree that, except (a) as set forth in Section 18 below entitled "State and Local Government Provisions" and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are "net" and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in

the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location, Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any

Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. **Renewal; Return of Product.** UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility

15. **Miscellaneous.** It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. **Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code.** YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. **Counterparts; Facsimiles.** Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.

18. **State and Local Government Provisions.** If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:

(a) **Essentiality.** During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

(b) **Non-Appropriation/Non-Substitution.** (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease

Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

(c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.

(e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER By: <u>Franklin McCasland</u> <i>Authorized Signer Signature</i> Printed Name: <u>Franklin McCasland</u> Title: <u>Chairman</u> Date: <u>1/9/17</u> Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____</p>
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RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

THIS ADDENDUM (this "Addendum"), dated as of the 10th day of January, 2017, is to that certain US Communities Master Lease Agreement no. _____ (the "Agreement"), dated as of the 10th day of January, 2017, between Ricoh USA, Inc. ("we" or "us") and _____, as customer ("Customer" or "you").
Quay, County of

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Section 18(b) of the Agreement shall be amended and restated to read as follows:

"(b) Non-Appropriation. (i) If your governing body fails to appropriate sufficient monies in any fiscal year for any Payment or other payments due under any Schedule to this Lease Agreement, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation."

2. Section 18(d) of the Agreement shall be amended and restated to read as follows:

"(d) Authority. You hereby represent and warrant to us that as of the date of this Lease Agreement, and throughout the entire term of this Lease Agreement and all Schedules to this Lease Agreement: (i) you are the entity indicated as "Customer" in this Lease Agreement; (ii) you are a State or a fully constituted political subdivision pursuant to Section 103-1(b) of the Internal Revenue Code or agency of the State of New Mexico and, if applicable, you are organized as a "school district" as that term is used under the Constitution of the State of New Mexico, Article IX, section 11 (1996); (iii) you are duly organized and existing under the Constitution and laws of the State of New Mexico; (iv) you are authorized to enter into and carry out your obligations under this Lease Agreement and all Schedules to this Lease Agreement, any documents relative to the acquisition of the Product and any other documents required to be delivered in connection with this Lease Agreement and all Schedules to this Lease Agreement (collectively, the "Documents"); (v) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, codes, ordinances, regulations, and policies; (vi) any person signing the Documents has the authority to do so, is acting with the full express authorization of your governing body, and holds the offices indicated below his or her signature, which is genuine; (vii) you have complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with this Lease Agreement and all Schedules to this Lease Agreement and the

acquisition of the Product; (viii) your obligations to remit Payments under this Lease Agreement and all Schedules to this Lease Agreement constitutes a current expense, and if you are a "school district" (as defined above), any debt created herein is solely for the purpose of acquiring "educational technology equipment" as that term is used under the Constitution of the State of New Mexico, Article IX, Section 11 (1996); (ix) no provision of this Lease Agreement or any Schedule to this Lease Agreement constitutes a pledge of your tax or general revenues, and any provision which is so construed by a court of competent jurisdiction is void from the inception of this Lease Agreement and all Schedules to this Lease Agreement; (x) all Payments due and to become due during your current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Product; (xi) you shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Payment to become includible in our gross income for Federal income taxation purposes under the Internal Revenue Code; (xii) you shall comply with the information reporting requirements of Section 149(3) of the Internal Revenue Code (such compliance shall include, but not be limited to, the execution of Forms 8038-G or 8038-GC information returns as appropriate); (xiii) all financial information you have provided to us is true and accurate and provides a good representation of your financial condition; (xiv) this Lease Agreement and all Schedules to this Lease Agreement have been approved by either the State Purchasing Agent or the Central Purchasing Office; and (xv) if you are a school district (as defined above), you are not now, nor will you become during the term of this Lease Agreement or any Schedules to this Lease Agreement, indebted in an amount exceeding six percent on the assessed valuation of the taxable property within your school district as shown by the preceding general assessment."

- 3. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER

Ricoh USA, Inc.

Franklin McCasland 1/9/17
Authorized Signature Date

Authorized Signature Date

Franklin McCasland, Chairman
Print Authorized Signer Name Title

Print Authorized Signer Name Title



FacilityBUILD ENERGIZING FACILITIES

CONSTRUCTION COST PROPOSAL

Date: 12/22/2016

RFE: 17-123

CES Quay County

Cost Proposal Project Name: **CES - Quay County DA's Office Roof Replacement Alt. #1**

Richard Primrose
PO Box 1246

Procurement Contract: **CES - 2012-001A 912-301 FAC Region:**
Email address: **richard.primrose@quaycounty-nm.gov**
Telephone # **575-461-2112**

Physical Job Address: **1101 E. High St., Tucumcari, NM 88401**

Plans and specifications provided by: **FacilityBUILD, Inc.**

Scope of Work:

Testing of existing materials to be removed for Hazardous Materials, Removal of existing shingles on roof, mechanically attach a pro-panel metal roofing system as described in the divisional breakdown below;

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, architectural, structural engineering and applicable fees - Unless specifically excluded in the scope of work:

Clarification: Includes testing for hazardous material, necessary for removal of existing materials, does not include abatement of any hazardous materials if tests return positive for hazardous materials.

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

Cost Breakdown Subtotal (page 2):		\$112,841.92
NM GRT @ Tucumcari	8.3750%	\$9,450.51
	TOTAL	\$122,292.43

FacilityBUILD's Authorized Signature:

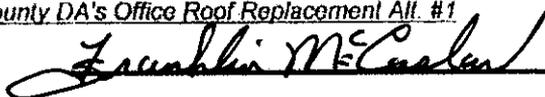

Larry Ford lford@facilitybuild.com

date 12/22/16

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: **CES - Quay County DA's Office Roof Replacement Alt. #1**

Client Authorized Signature:



date 1-9-17

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com



Facility**BUILD** ENERGIZING FACILITIES

Cost Proposal Project Name: CES - Quay County DA's Office Roof Replacement Alt. #1

Physical Job Address: 1101 E. High St., Tucumcari, NM 88401

Cost Breakdown (Per CSI Division 1-16):

Div: 1	General Requirements: General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	\$14,426.19
Div: 2	Site work/Demolition: NA	\$0.00
Div: 3	Concrete: NA	\$0.00
Div: 4	Masonry: N/A	\$0.00
Div: 5	Metals: NA	\$0.00
Div: 6	Wood & Plastics: N/A	\$0.00
Div: 7	Thermal/Moisture: Testing of existing materials to be removed for Hazardous Materials, Removal of existing shingles on roof, mechanically attach a pro-panel metal roofing system through a synthetic underlayment to the existing structurally sloped wood deck, includes ice and water shields at eaves and valleys, all coping and flashing will be fabricated to meet project requirements.	\$98,415.73
Div: 8	Doors & Windows: NA	\$0.00
Div: 9	Finishes: NA	\$0.00
Div: 10	Specialties: NA	\$0.00
Div: 11	Equipment: N/A	\$0.00
Div: 12	Furnishings: N/A	\$0.00
Div: 13	Special Construction: N/A	\$0.00
Div: 14	Conveying Systems: N/A	\$0.00
Div: 15	Mechanical/Plumbing: NA	\$0.00
Div: 16	Electrical: N/A	\$0.00
Subtotal		\$112,841.92
NM GRT @ 8.3750%		\$9,450.51
TOTAL		\$122,292.43

Services Agreement/General Conditions**FacilityBUILD™**

1. **Scope of Work:** Contractor agrees to furnish necessary labor, materials, supplies, equipment; tools and subcontractors to perform and complete in a professional workmanlike manner, the services as described under the attached scope of work. All conclusions and recommendations regarding the work represent the professional opinions of Contractor personnel involved in the work and should not be considered a legal interpretation of existing codes or regulations. Contractor assumes no responsibility for errors in architectural plans/specifications, existing code deficiencies, or incorrect information provided by Owner/Client that Contractor relied on in preparing proposal/estimates.

2. **Payment:** 100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Owner/Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 1/2% per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

3. **Additional Work:** The Owner/Client, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Owner/Client resulting from a change in the work shall be determined by one or more of the following: by mutual agreement of either a lump sum, and/or unit price to be multiplied by the units worked in determining the total sum; hourly rate per man hour multiplied by the man hours expended; or by other mutually agreeable cost methods. Where differing site conditions are encountered that materially affect the Contractor's cost of completing the scope of work, the Contractor will notify the Owner/Client and will use his best professional judgment in assisting the Owner/Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties within twenty (20) days from the first observance of the differing site condition.

4. **Access/ Approvals/ Permits:** Owner/Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Owner/Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Owner/Client is responsible for informing Contractor of the structures. Contractor will not be responsible for inadvertent damage to utility locations of any underground lines or other subsurface structures that were not made known to Contractor prior to the start of work pursuant to Paragraph 5 herein.

5. **Client Information:** Work will not commence until the Contractor has received a duly executed copy of this contract. The Owner/Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) any necessary or appropriate data to the Contractor in connection with its performance under this agreement. Any data furnished shall be furnished at the Owner/Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Owner/Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

6. **Emergencies:** In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time

claimed by the Contractor on account of emergency work shall be determined as set forth under Paragraph 3, Additional Work.

7. **Hazardous Substances:** Nothing herein shall be construed or interpreted as requiring Contractor to identify hazardous substances or assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, Contractor will stop work and advise the Owner/Client. It is the Owner/Client's responsibility to identify and inform Contractor of Hazardous Substances at the facility. If these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Owner/Client of the Owner/Client's options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Owner/Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to identification, handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement

8. **Restoration:** The Owner/Client understands that in the normal course of construction work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, some minor damages may occur.

9. **Independent Contractor:** Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations and conforming to all legal requirements with respect to its Representatives. Neither Contractor nor its Representatives shall be, or shall be construed to be, in any sense, Owner/Client's employees or agents, or have authority to bind Owner/Client in anyway.

10. **Insurance:** The Contractor shall maintain policies of insurance for the following types of coverage, each with a limit of liability of one million dollars per occurrence and in the aggregate: Worker's Compensation (statutory); Comprehensive General Liability; and Comprehensive Automotive Liability, unless otherwise expressly stated in the "Scope of Work".

11. **Indemnity:**

a. Contractor shall indemnify and hold harmless Owner/Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Owner/Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in Paragraph 10 or the total cost of services under of this agreement, whichever amount is less.

b. Owner/Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Owner/Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

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12. **Dispute Resolution:** All claims, disputes and other matters in question between the Contractor and Owner/Client arising out of, or relating to, this agreement or breach thereof, shall first be submitted to non-binding mediation. Then if still unresolved, the dispute will be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of Demand for mediation arbitration shall be filed in writing with the other party to the contract agreement within 90 days after the claim, dispute or other matter in question has arisen.

13. **Termination:** If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Owner/Client has failed to make payment as provided in this Agreement for work performed, then the Contractor may at his option provide three (3) days notice to the Owner/Client, terminate this agreement and recover from the Owner/Client, payment for all work completed, with all costs arising out of such termination, and for any proved loss sustained upon any materials, equipment, and tools including reasonable profit and damages.

14. **Safety/Health:** By virtue of entering into this Agreement and providing services hereunder. Contractor does not assume responsibility for any existing conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

15. **Delays:** If the Contractor is delayed at any time in the progress of the work by an act or omission of the Owner/Client, or his employees or separate contractors employed by the Owner/Client, or by changes ordered in the work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions, permit requirements, interpretive (subjectively/capriciously enforced) code review and inspections, unavoidable casualties or other causes beyond the Contractor's control, or by delay pending arbitration, or by other causes which the Owner/Client and Contractor agree may justify delay, then the contract time shall be reasonably extended.

16. **Standard of Care/Warranty:** The standard of care for all construction services performed under this Agreement shall be the care and skill ordinarily used by the construction trades working under similar conditions at the same time and locality. The Contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of good commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion. This warranty does not apply to patch and repair work.

17. **Design - Build:** In addition to all other terms and conditions of this Agreement, the following articles are relevant to Design-Build projects where Contractor is acting in the capacity of Designer-Builder.

a. Owner/Client shall provide Contractor with Owner/Client's Project criteria. Project criteria includes: use, space, budget, time, site, performance and expandability requirements, limitations, objectives and other relevant information. Unless otherwise stated in the scope of work, the Owner/Client will also provide, at its own cost and expense, the following:

- * Surveys describing the property, boundaries, topography and reference points for use during design and construction, including existing service and utility lines;
- * Geotechnical studies describing soils and subsurface conditions;
- * Legal description of the site;
- * As-built facility drawings and construction documents, if available;
- * Environmental site evaluations and impact studies identifying existing hazardous conditions.

b. The Contractor may establish an estimate for the work based upon the Contractor's understanding of the scope of work at the time of this Agreement. The estimate will be refined during design development and replaced by a Guaranteed Maximum Price (GMP) or as agreed to by the Owner/Client and the Contractor.

c. All drawings, specifications and other documents and electronic data furnished by Contractor to Owner/Client under this Agreement ("Work Produced") are deemed to be instruments of service and Contractor shall retain an ownership and property interest therein. In the event Owner/Client fails to enter into a design-build contract on the Project with Contractor and proceeds to design and construct the Project through its employees, agents or third parties, the Contractor shall grant Owner/Client a limited license to use the Work Product to complete the Project conditioned on the following:

- * Use by Owner/Client of the Work Product is at Owner/Client's sole risk and without liability or legal exposure to Contractor or anyone working by or through Contractor, including design professionals. Owner shall defend, indemnify and hold harmless the Contractor, design professionals, and design-build subcontractors from any and all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the Work Product.

- * Owner/Client agrees to pay Contractor a reasonable agreed upon sum as compensation for the right to use the Work Product in accordance with this article.

d. The Contractor shall submit to Owner/Client interim design submissions to support the overall project schedule. When needed, the Owner/Client and Contractor shall meet and confer regarding the evolution of the design including changes and deviations. The Owner/Client shall review and provide responses to the interim submissions within the turnaround times set forth in the Project schedule or as agreed.

18. **Assignment:** Neither Contractor nor Owner/Client shall without written consent of the other party assign or transfer any portion or part of its obligations under this Agreement.

19. **Governing Law:** This Agreement shall be governed by the laws of Albuquerque, New Mexico, without giving effect to its conflict of law principles.

20. **Severability:** If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the Agreement between them to replace any such invalid or unenforceable provision that comes as close as possible to the intention of the stricken provision.

21. **Limitations of Liability:** In no event will the contractor be liable to the Owner/Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits, that result in anyway connected with the services provided herein. The Owner/Client agrees that the liability of the Contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in anyway connected with the services provided will not exceed the amount the Owner/Client originally paid the Contractor for the service or the insurance coverage and limits of liability identified in paragraph 10, whichever amount is less.