



QUAY COUNTY GOVERNMENT
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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
OCTOBER 9, 2017

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session September 25, 2017

Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

I. Alan Hall, Attorney

- Request Approval of **IRB Ordinance No. 51 – New Mexico Wind Energy Center Repower Project**
- Request Approval of **IRB Ordinance No. 52 - Casa Mesa Wind Project**

II. Curtis Simpson, Emergency Management Coordinator

- Request Approval of the **2017 Emergency Management Performance Grant (EMPG)**

III. Susan Lease, Quay County DWI Preventionist

- Request Approval of **Red Ribbon Week Proclamation**

IV. Russell Shafer, Quay County Sheriff

- Presentation of **Sheriff's Report - September**

V. Ellen White, Quay County Deputy Clerk

- **Clerk's Office Update**

VI. Donald Adams, Quay County Fire Marshal

- Request Approval for **FY 2018 Assistance (VFA) Grant Application – Bard-Endee Fire**
- Request Approval for **FY 2018 Assistance (VFA) Grant Application – Fire #1**
- Request Approval for **FY 2018 Assistance (VFA) Grant Application – Porter Fire**
- Request Approval for **FY 2018 Assistance (VFA) Grant Application – Fire #2**



DOC HCM-00426
10/23/2017 01:55 PM Doc Type: COCOM
Fee: \$10.00 Field: ag Finance Initial: Pass (round)
Quay County, NM Ellen White - County Clerk, County, Cle

- VII. Darla Munsell, CDBG Coordinator**
- Request Approval of **Site Southwest Professional Services for the Planning Grant**
- VIII. Larry Moore, Quay County Road Superintendent**
- Road Update
- IX. Richard Primrose, Quay County Manager**
- X. Request Approval of Accounts Payable**
- XI. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- XII. Request for Closed Executive Session**
- XIII. Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**
- XIV. Franklin McCasland, Quay County Commission Chairman**
- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

October 9, 2017

9:00 A.M.

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

Daniel Zamora, Quay County Rural Addressing
Gail Houser, Tucumcari MainStreet Director
Cheryl Simpson, Quay County Manager's Office
Larry Moore, Quay County Road Superintendent
Darla Munsell, Quay County CDBG Coordinator
Janie Hoffman, Quay County Chief Deputy Assessor
Russell Shafer, Quay County Sheriff
Curtis Simpson, Quay County Emergency Management Coordinator
Patsy Gresham, Quay County Treasurer
Donald Adams, Quay County Fire Marshal
Austin Gibson, Porter Fire Department
Susan Lease, Quay County DWI Preventionist
Steve Hanson, Quay County Sun
Alan Hall, Attorney, Christopher Cothran and Peter Franklin, all present with regards to the NM Wind Energy Center and Casa Mesa Wind Project
Judy Morrow, Jennifer Herron, Anita Allen and Sherman Martin (Mayor), Village of House residents
Jackie Van Sweden, Quay County resident

Chairman Franklin McCasland called the meeting to order. Donald Adams led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the September 25, 2017 regular session as printed. MOTION carried with Cherry voting "aye", McCasland voting "aye", and Dowell voting "aye".

Richard Primrose, Quay County Manager, requested Item V, No. 4; Rural 2 Fire Department VFA application be removed from the Agenda. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Agenda as amended. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

PUBLIC COMMENTS:

Jackie Van Sweden expressed a concern regarding Quay Road AH and Quay Road 72 that leads to her home. Van Sweden said the road was in excellent condition until the blade ruined it. Van Sweden thanked Larry Moore for coming out last week to attend to the problem but would like to request that the blades stay off the portion of the county road that leads to her home unless they call for a blade. Van Sweden said their property is the only residence that is served by that portion of Quay Road 72. Chairman McCasland asked Ms. Van Sweden if she would be interested in having that portion of the road closed to public access and removed from the maintained road list. Van Sweden indicated she would like for that process to begin. Chairman McCasland asked Larry Moore and Richard Primrose to look into the possibility of closing that road way.

Sherman Martin, Mayor of the Village of House, expressed his displeasure with the recent negotiations between NextEra Energy regarding IRB's funding split and leaving the Village of House out of the chances for any funding. Martin said the Village of House is struggling to make budget yearly and could have used the additional revenue. Martin thanked the County for their support of \$3,000.00 for the Senior Citizens Center and repairs to the roads inside the village limits of House.

Gail Houser, MainStreet Director thanked the County for their support of Fire-Up and stated the event was a huge success.

ONGOING BUSINESS: NONE

NEW BUSINESS:

Alan Hall, Attorney regarding the NextEra Energy New Mexico Wind Energy Center presented Ordinance No. 51 for approval. Hall explained the details of the project. Hall stated that if minor changes are needed to the Ordinance following the House School Boards approval of the project, which is slated for Monday, October 16, the Board of Quay County Commissioners can make changes with a Resolution, which is provided for in the Ordinance.

Chairman McCasland requested input from the audience as the public hearing portion regarding approval of Ordinance No. 51. There were no comments from the audience.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Ordinance No. 51. MOTION carried with a roll call vote of 3-0.

Dowell voted "aye". Cherry voted "aye". McCasland voted "aye".

A copy of said Ordinance is attached and made a part of these minutes.

Alan Hall presented Ordinance No. 52 for approval. This Ordinance is in reference to the NextEra Energy Casa Mesa Wind project. Hall gave a brief overview of this project and the contents of the Ordinance.

Chairman McCasland requested input from the audience as the public hearing portion regarding approval of Ordinance No. 52. There were no comments from the audience.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Ordinance No. 52. MOTION carried with a roll call vote of 3-0.

Dowell voted "aye". Cherry voted "aye". McCasland voted "aye".

A copy of said Ordinance is attached and made a part of these minutes.

Curtis Simpson, Emergency Management Coordinator requested approval of the 2017 Emergency Management Performance Grant in the amount of \$30,208.00. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Grant. Commissioner Dowell asked what Simpson is tasked with to be able to continue to be eligible for this Grant. Simpson stated most of the tasks involved are paperwork, trainings and enhancement of equipment used. Dowell said she would like the citizens to be more aware of what is available to them in every emergency situation. Dowell stated, emergency preparedness is only valuable if it's communicated well to the citizens who need to be versed in the procedures. MOTION Carried with Dowell voting "aye", McCasland voting "aye" and Cherry voting "aye". A copy is attached and made a part of these minutes.

Susan Lease, Quay County DWI Preventionist requested approval of the Red Ribbon Week Proclamation. The Proclamation proclaims the week of October 23-31, 2017 as Red Ribbon Week. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve said Proclamation. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye". A copy is attached and made a part of the minutes.

Lease announced that the Red Ribbon Carnival is set for Saturday, October 28 at the Quay County Exhibit Center.

Quay County Sheriff, Russell Shafer presented the monthly report from his office for September. A copy of this report is attached to these minutes. Shafer stated that he still has an opening and will re-advertise for the position.

Ellen White, Quay County Clerk gave a report from the Clerk's Office. A copy of this report is attached to these minutes.

Quay County Fire Marshal, Donald Adams requested approval of the 2018 Assistance (VFA) Grant Applications for Rural 1 Fire Department, Porter Fire Department and Bard/Endee Fire Department. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve

the Applications. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copies are attached to these minutes. Austin Gibson of the Porter Fire Station was also present for this request.

Commissioner McCasland requested a ten minute break. Time noted 10:15 a.m. to 10:25 a.m.

Darla Munsell, CDBG Coordinator presented three quotes for professional services to conduct an update of the Quay County Comprehensive Plan and the Asset Management Plan. Munsell said after a review of the quotes and the scope of work to be performed, it is her recommendation to use Sites Southwest for a total of \$60,000.00. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve awarding the bid to Sites Southwest. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

1. Blade reports were distributed and are attached to these minutes.
2. The 2800-3300 block of Quay Road 40 is completely washed out due to heavy rain.
3. Moore and Primrose drove nearly 450 miles on Sunday to check roads for damage. Moore said it was going to be impossible to move equipment from spot to spot so he would just have the operators concentrate on high priority areas and do everything in each vicinity to avoid moving equipment all over the County and missing areas.
4. Quay Road BH held up in the recent storms on the portion that has been completed. 8/10ths still remain. Moore stated all recently worked roads held up great.
5. The dozer needs the tilt cylinder repaired.
6. Moore will be requesting extensions for the CAP and School Bus projects. The deadline is December 31 for these projects and might be completed. Moore stated he has to apply for extensions now and it will be better to be safe than sorry.
7. Moore is sending letters regarding the importance of ratifying the issues involved around the historical significance and studies that need to be completed so work can begin on Route 66 and Quay Road K.
8. Crews assisted with setting barricades up during the Fired-Up event.

Commissioner Dowell said Melissa Saulsberry had called regarding the conditions of the county roads on the bus routes she drives. Primrose stated he had spoken to her and the concerns are being addressed.

Dowell said Larry Hines is still having problems with Quay Road AJ and reported that Fed-Ex and/or UPS has refused to deliver critical medicines.

County Manager, Richard Primrose presented the following items of correspondence:

1. Auditors will begin their field test the week of October 16. The audit will be complete by December 1, 2017.
2. Mesalands Rodeo is this weekend.

ACCOUNTS PAYABLE: A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending October 8, 2017. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

Other County Business/Comments from Commissioners: NONE

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

Time noted 10:55 a.m.

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

Return to regular session. Time noted 11:25 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".

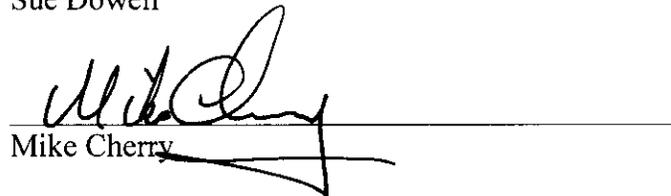
There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", McCasland voting "aye" and Dowell voting "aye". Time noted 11:30 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



QUAY COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 51

AUTHORIZING THE ISSUANCE AND SALE OF QUAY COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (NEW MEXICO WIND ENERGY CENTER REPOWER PROJECT) SERIES 2017 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$107,100,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, EQUIPPING AND INSTALLATION OF WIND ENERGY GENERATION EQUIPMENT FOR THE PURPOSE OF GENERATING ELECTRICITY AND REPLACING WORN-OUT AND OTHERWISE OBSOLETE WIND GENERATION EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Quay County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to Sections 4-20-1 through 4-20-7 NMSA 1978; and

WHEREAS, pursuant to Sections 4-59-1 through 4-59-16, NMSA 1978 (the "Act"), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the County to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, NextEra Energy Resources, LLC, a Delaware limited liability company has formed New Mexico Wind Energy Center, LLC, a Delaware limited liability company (the "Company") as its indirect, wholly-owned subsidiary; and

WHEREAS, the Company has presented to the Board of County Commissioners (the "Commission") of Quay County, New Mexico a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (New Mexico Wind Energy Center Repower Project), Series 2017 (the "Bonds" or "2017 Bonds"), and acquire and install certain wind energy generation equipment, transformers and associated electrical generating equipment used to generate electricity from wind energy (the "Project Property") at the portion of the Company's New Mexico Wind Energy Center that is located in the County and outside the corporate limits of any

municipality in the County (the "Project Site"), to be used by the Company to replace worn-out or otherwise obsolete wind energy generation equipment, for the continued generation and transportation of electricity (the "Project" or "Repower Project"); and

WHEREAS, certain of the New Mexico Wind Energy Center generating facilities (the "Original Project"), including the wind energy generation equipment to be replaced pursuant to the Repower Project, were originally financed and acquired with proceeds of the County's Taxable Industrial Revenue Bonds (FPL Energy New Mexico Wind, LLC Project), Series 2002 (the "2002 Bonds"); and

WHEREAS, implementation of the Repower Project will result in the replacement of more than eighty percent (80%) by value of the wind generation equipment originally installed in the project financed with proceeds of the 2002 Bonds; and

WHEREAS, in connection with the Original Project, the Company has made payments in lieu of taxes equal to \$2,250 per megawatt of generating capacity (the "Original PILOT") to the County, which Original PILOT is shared by the County and House Municipal Schools; and

WHEREAS, the Company has proposed to make a new PILOT equal to \$2,700 per megawatt of generating capacity of the Repower Project, which will supersede and replace the Original PILOT for each year in which the 2017 Bonds are outstanding; and

WHEREAS, the Repower Project is expected to maintain capacity of up to ____ megawatts; and

WHEREAS, the Company has proposed that the County and House Municipal Schools will share the PILOT in the same proportions as applied to the Original PILOT; and

WHEREAS, the 2002 Bonds are expected to remain outstanding until the expiration of their term, which is January 1, 2029, and the Lease Agreement related to the 2002 Bonds is expected to remain effective through that date; and

WHEREAS, under the Company's proposal, the County would enter into an Indenture (the "Indenture") with the purchaser of the 2017 Bonds (the "Purchaser") and BOKF, NA (the "Depository"), pursuant to which and together with this ordinance (this "Bond Ordinance"), the County would issue the 2017 Bonds; and

WHEREAS, under the Company's proposal, the County and the Company would enter into the Lease Agreement (the "Lease"), pursuant to which the Company will lease the Project Property from the County and the Company will make payments sufficient to pay the principal of and interest on the 2017 Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (as defined below) and to issue, execute and deliver the 2017 Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the 2017 Bonds in a principal amount not to exceed \$107,100,000 will be issued, sold and delivered by the County in a private sale to the Purchaser pursuant to the bond purchase agreement to be dated as of the initial date of delivery of the Bonds among the County, the Purchaser and the Company (the "Bond Purchase Agreement"); and

WHEREAS, the proceeds of the 2017 Bonds shall be applied to pay the costs of acquiring and installing the Project Property and to pay certain costs associated with the issuance and sale of the 2017 Bonds; and

WHEREAS, the Commission is aware that both the 2017 Bonds and the 2002 Bonds are expected to be outstanding until January 1, 2029 and that, thereafter, the 2017 Bonds and the Lease are expected to be outstanding until November, 2047; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the 2017 Bonds and to execute and deliver the Bond Documents and other documents related thereto; and

WHEREAS, the County will enter into the following documents in connection with the issuance of the 2017 Bonds:

1. The Lease
2. The Indenture
3. The Bond Purchase Agreement

(collectively referred to in this Bond Ordinance as the "Bond Documents"); and

WHEREAS, the County is authorized to issue the 2017 Bonds under the Act and after having considered the Company's proposal, has concluded that it is desirable at this time to authorize the issuance of the 2017 Bonds to finance the Repower Project and that the County's issuance of the 2017 Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the 2017 Bonds are being sold in a private sale to the Purchaser without participation of an underwriter; and

WHEREAS, there has been published in the *Quay County Sun*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose,

location and size of the Repower Project and the amount of the 2017 Bonds to be issued to finance the Repower Project, which notice was published at least fourteen days prior to final action upon this Bond Ordinance; and

WHEREAS, the County, the Company and the House Municipal Schools either have negotiated and agreed, or will negotiate and agree, upon the PILOT to be provided to the school district pursuant to Section 4-59-4(A)(2), NMSA 1978.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to this Bond Ordinance to provide funds for the acquisition and installation of the Project Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The Bonds will be issued for the purpose of financing the acquisition and installation of the Project.

(2) The aggregate face amount of obligations to be issued with respect to financing the Project will not collectively exceed \$107,100,000.

(3) The developer of the Project is the Company.

(4) The Project Site is located within the County and outside the corporate limits of any municipality located in the County.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in a principal amount not to exceed \$107,100,000 and the use of the proceeds of the Bonds to finance the cost of the Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par at a purchase price not to exceed \$107,100,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture, (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in a principal amount not to collectively exceed \$107,100,000, bearing interest at the rate and maturing on the date set forth in the Indenture.

C. Execution. The Bonds shall be signed by the presiding officer of the Board of County Commissioners of the County.

D. Interest Rate. The interest rate on the Bonds shall not exceed 5% per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The Bond Documents in the forms presented to the Commission are hereby approved. The Chair of the Board of County Commissioners of the County is authorized to approve the form, terms and provisions of the Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Bond Ordinance, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents. The Chair and the County Clerk is further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents. The Chair, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and to carry out related transactions as contemplated by this Ordinance and the Bond Documents, including, without limitation, the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 5. DELIVERY OF BONDS. Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds, the Bonds shall be executed, authenticated and delivered to the Purchaser. The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indenture, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indenture. Other funds and accounts may be established as are necessary under the Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Bonds, assuming issuance of the Bonds as of December 1, 2017, in the maximum aggregate principal amount of \$107,100,000 and bearing a maximum interest rate of 5.00%, is as follows:

Year	Total Debt Service	Principal	Interest
2018	\$5,355,000	-0-	\$5,355,000
2019	5,355,000	-0-	5,355,000
2020	5,355,000	-0-	5,355,000
2021	5,355,000	-0-	5,355,000
2022	5,355,000	-0-	5,355,000
2023	5,355,000	-0-	5,355,000
2024	5,355,000	-0-	5,355,000
2025	5,355,000	-0-	5,355,000
2026	5,355,000	-0-	5,355,000
2027	5,355,000	-0-	5,355,000
2028	5,355,000	-0-	5,355,000
2029	5,355,000	-0-	5,355,000
2030	5,355,000	-0-	5,355,000
2031	5,355,000	-0-	5,355,000
2032	5,355,000	-0-	5,355,000
2033	5,355,000	-0-	5,355,000
2034	5,355,000	-0-	5,355,000
2035	5,355,000	-0-	5,355,000
2036	5,355,000	-0-	5,355,000
2037	5,355,000	-0-	5,355,000
2038	5,355,000	-0-	5,355,000
2039	5,355,000	-0-	5,355,000
2040	5,355,000	-0-	5,355,000
2041	5,355,000	-0-	5,355,000
2042	5,355,000	-0-	5,355,000
2043	5,355,000	-0-	5,355,000
2044	5,355,000	-0-	5,355,000
2045	5,355,000	-0-	5,355,000
2046	5,355,000	-0-	5,355,000
2047	112,455,000	\$107,100,000	5,355,000

B. The Bonds will bear interest at the rate of five percent per annum, or such other lower rate as is set forth in the Indenture.

C. The Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The Lease shall require that the Company maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the Lease.

F. The Lease shall require the Company to make lease payments in an amount sufficient to pay the principal of and interest on the Bonds as principal and interest become due and to pay all Related Costs (as defined in the Lease).

G. The Lease shall include a provision that the Company pay the County payments in lieu of taxes ("PILOT Payments") for so long as the Bonds are outstanding. The amount of the PILOT Payments shall be acceptable to the Commission and the Board of Education of the House Municipal School District. Notwithstanding Section 4 of this Bond Ordinance, the Commission may, by resolution, determine or adjust the PILOT Payments provisions of the Lease prior to the issuance of the Bonds.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be special limited obligations of the County, payable solely from the Base Rent (as defined in the Lease) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Lease contain provisions relating to indemnification which provide that the Company shall indemnify and hold harmless the County and its Board of County Commissioners, officials, employees and agents against liability to the Company, or to any third

parties, that may be asserted against the County or its Board of County Commissioners, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, installation and operation of the Project Property by the Company, except to the extent Section 56-7-1, NMSA 1978 may preclude such indemnity, and except claims for any loss or damage to the extent caused by the gross negligence or willful misconduct of the County or its Board of County Commissioners, or any official, employee or agent of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds are issued, this Bond Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this ___ day of October, 2017.

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Franklin McCasland, Chairman

By: Sue Dowell
Sue Dowell, Member

By: Mike Cherry
Mike Cherry, Member



By: Ellen White
Ellen White, County Clerk

QUAY COUNTY, NEW MEXICO
BOARD OF COUNTY COMMISSIONERS
ORDINANCE NO. 52

AUTHORIZING THE ISSUANCE AND SALE OF QUAY COUNTY, NEW MEXICO TAXABLE INDUSTRIAL REVENUE BONDS (CASA MESA WIND PROJECT) SERIES 2017 IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$48,500,000 TO PROVIDE FUNDS TO FINANCE THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF WIND ENERGY GENERATION FACILITIES FOR THE PURPOSE OF GENERATING ELECTRICITY; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A BOND PURCHASE AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECTS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, Quay County (the "County") is a legally and regularly created, established, organized and existing political subdivision of the State of New Mexico (the "State") created pursuant to Sections 4-20-1 through 4-20-7 NMSA 1978; and

WHEREAS, pursuant to Sections 4-59-1 through 4-59-16, NMSA 1978 (the "Act"), the County is authorized to acquire industrial revenue projects to be located within the County, to issue industrial revenue bonds and to use the proceeds of such bonds for the purpose of promoting the use of the natural resources of the State and promoting industry and developing trade or other economic activity to secure and maintain a balanced and stable economy in the County to promote public health, welfare, safety, convenience and prosperity; and

WHEREAS, NextEra Energy Resources, LLC, a Delaware limited liability company has formed Casa Mesa Wind, LLC, a Delaware limited liability company (the "Company") as its indirect, wholly-owned subsidiary; and

WHEREAS, the Company has presented to the Board of County Commissioners (the "Commission") of Quay County, New Mexico a proposal whereby the County would issue its Taxable Industrial Revenue Bonds (Casa Mesa Wind Project), Series 2017 (the "Series 2017 Bonds" or the "Bonds"), and acquire, construct, and install wind energy generation facilities and associated electrical generating equipment and real property used to generate electricity from wind energy (the "Project Property") located within the County and outside the corporate limits of any municipality in the County (the "Project Site"), to be used by the Company for the generation and transportation of electricity (the "Project"); and

WHEREAS, the Company has proposed to make payments in lieu of taxes (“PILOT”) equal to \$2,810 per megawatt of generating capacity of the Project, to be shared by and among the County and House Municipal Schools; and

WHEREAS, under the Company’s proposal, the County would enter into an Indenture (the “Indenture”) with the purchaser of the Bonds (the “Purchaser”) and BOKF, NA (the “Depository”), pursuant to which and together with this ordinance (this “Bond Ordinance”), the County would issue the Series 2017 Bonds; and

WHEREAS, under the Company’s proposal, the County and the Company would enter into the Lease Agreement (the “Lease”), pursuant to which the Company will lease the Project Property from the County and the Company will make payments sufficient to pay the principal of and interest on the Bonds and to pay all other obligations incurred pursuant to the provisions of the Lease and this Bond Ordinance; and

WHEREAS, the County is authorized to enter into, deliver and perform all of its obligations under the Bond Documents (as defined below) and to issue, execute and deliver the Bonds pursuant to the Act and this Bond Ordinance; and

WHEREAS, the Series 2017 Bonds in a principal amount not to exceed \$48,500,000 will be issued, sold and delivered by the County in a private sale to the Purchaser pursuant to the bond purchase agreement to be dated as of the initial date of delivery of the Bonds among the County, the Purchaser and the Company (the “Bond Purchase Agreement”); and

WHEREAS, the proceeds of the Series 2017 Bonds shall be applied to pay the costs of acquiring, constructing and installing the Project Property and to pay certain costs associated with the issuance and sale of the Series 2017 Bonds; and

WHEREAS, the Commission has determined that it is in the best interest of the County to issue the Series 2017 Bonds and to execute and deliver the Bond Documents (as defined below) and other documents related thereto; and

WHEREAS, the County will enter into the following documents in connection with the issuance of the Series 2017 Bonds:

1. The Lease Agreement
2. The Indenture
3. The Bond Purchase Agreement

(collectively referred to in this Bond Ordinance as the “Bond Documents”); and

WHEREAS, the County is authorized to issue the Series 2017 Bonds under the Act and after having considered the Company’s proposal, has concluded that it is desirable at this time to

authorize the issuance of the Series 2017 Bonds to finance the Project and that the County's issuance of the Series 2017 Bonds will constitute and be a valid public purpose; and

WHEREAS, this Commission has been advised by Bond Counsel that the disclosure provisions of Rule 15c2-12 of the Securities and Exchange Commission are not applicable to this transaction inasmuch as the Series 2017 Bonds are being sold in a private sale to the Purchaser without participation of an underwriter; and

WHEREAS, there has been published in the *Quay County Sun*, a newspaper of general circulation in the County, public notice of the Commission's intention to adopt this Bond Ordinance, which notice contained certain information concerning the ownership, purpose, location and size of the Project and the amount of the Series 2017 Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Bond Ordinance; and

WHEREAS, the County, the Company and the House Municipal Schools either have negotiated and agreed, or will negotiate and agree, upon the PILOT to be provided to the school district pursuant to Section 4-59-4(A)(2), NMSA 1978.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. RATIFICATION. All actions not inconsistent with the provisions of this Bond Ordinance previously taken by the Commission and the officials of the County directed toward approval of the issuance and sale of the Bonds be approved and the same hereby are ratified, approved and confirmed.

Section 2. FINDINGS.

A. General. The Commission hereby declares that it has considered all relevant information presented to it relating to the Bonds and the Project and hereby finds and determines that the issuance of the Bonds pursuant to this Bond Ordinance to provide funds for the acquisition, construction and installation of the Project Property is necessary and advisable and in the interest of and will promote the use of the natural resources of the State, industry and trade and a sound and proper balance in the State between agriculture, commerce and industry.

B. The Commission finds that:

(1) The Bonds will be issued for the purpose of financing the acquisition, construction and installation of the Project.

(2) The aggregate face amount of obligations to be issued with respect to financing the Project will not collectively exceed \$48,500,000.

(3) The developer of the Project is the Company.

(4) The Project Site is located within the County and outside the corporate limits of any municipality located in the County.

Section 3. BONDS - APPROVAL, AUTHORIZATION AND DETAIL.

A. Approval and Sale.

The issuance of the Bonds in a principal amount not to exceed \$48,500,000 and the use of the proceeds of the Bonds to finance the cost of the Project including payment of transaction expenses related thereto are hereby approved and confirmed. The sale of the Bonds at par at a purchase price not to exceed \$48,500,000 is approved.

B. Form and Terms.

Subject to the limitations set forth in this Bond Ordinance, the Bonds shall (i) be in the form and denomination and shall be numbered and dated as set forth in the Indenture, (ii) be payable as to principal and interest and subject to redemption in the amounts, upon the conditions and at the times and prices set forth in the Indenture; and (iii) be issued in a principal amount not to collectively exceed \$48,500,000, bearing interest at the rate and maturing on the date set forth in the Indenture.

C. Execution. The Bonds shall be signed by the presiding officer of the Board of County Commissioners of the County.

D. Interest Rate. The interest rate on the Bonds shall not exceed 5% per annum.

Section 4. AUTHORIZATION OF OFFICERS; APPROVAL OF DOCUMENTS; ACTIONS TO BE TAKEN. The Bond Documents in the forms presented to the Commission are hereby approved. The Chair of the Board of County Commissioners of the County is authorized to approve the form, terms and provisions of the Bond Documents on behalf of the Commission, provided that such form, terms and provisions are consistent with this Bond Ordinance, and to execute and deliver in the name and on behalf of the County, and the County Clerk or Deputy County Clerk is hereby authorized to attest, as necessary, the Bond Documents. The County Clerk is further authorized to execute, authenticate and deliver such certifications, instruments, documents, letters and other agreements, including security agreements, and to do such other acts and things, either prior to or after the date of delivery of the Bonds, as are necessary or appropriate to consummate the transactions contemplated by the Bond Documents. The Chair, the County Manager and other officers of the County shall take such action as is necessary to effectuate the provisions of the Indenture and shall take such action as is necessary in conformity with the Act to finance the costs of the Project and to carry out related transactions as contemplated by this Ordinance, and the Bond Documents, including, without limitation, the

execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 5. DELIVERY OF BONDS. Upon the execution of the Bond Documents, the satisfaction of the conditions set forth in the Bond Documents and upon receipt of the purchase price for the Bonds, the Bonds shall be executed, authenticated and delivered to the Purchaser. The Bonds shall not be valid for any purpose until the Bonds have been properly authenticated as set forth in the Indenture.

Section 6. FUNDS AND ACCOUNTS. There is established in the Indenture, and on and after the date on which the Bonds are issued there shall be maintained, the funds and accounts as set forth in the Indenture. Other funds and accounts may be established as are necessary under the Indenture.

Section 7. FINDINGS REGARDING PAYMENT OF PRINCIPAL AND OTHER MATTERS. The following determinations are made:

A. The maximum amount necessary in each year to pay the principal of and interest on the Bonds, assuming issuance of the Bonds as of December 1, 2017, in the maximum aggregate principal amount of \$48,500,000 and bearing a maximum interest rate of 5.00%, is as follows:

<u>Year</u>	<u>Total Debt Service</u>	<u>Principal</u>	<u>Interest</u>
2018	\$2,425,000	-0-	\$2,425,000
2019	2,425,000	-0-	2,425,000
2020	2,425,000	-0-	2,425,000
2021	2,425,000	-0-	2,425,000
2022	2,425,000	-0-	2,425,000
2023	2,425,000	-0-	2,425,000
2024	2,425,000	-0-	2,425,000
2025	2,425,000	-0-	2,425,000
2026	2,425,000	-0-	2,425,000
2027	2,425,000	-0-	2,425,000
2028	2,425,000	-0-	2,425,000
2029	2,425,000	-0-	2,425,000
2030	2,425,000	-0-	2,425,000
2031	2,425,000	-0-	2,425,000
2032	2,425,000	-0-	2,425,000
2033	2,425,000	-0-	2,425,000
2034	2,425,000	-0-	2,425,000
2035	2,425,000	-0-	2,425,000
2036	2,425,000	-0-	2,425,000
2037	2,425,000	-0-	2,425,000
2038	2,425,000	-0-	2,425,000
2039	2,425,000	-0-	2,425,000
2040	2,425,000	-0-	2,425,000
2041	2,425,000	-0-	2,425,000
2042	2,425,000	-0-	2,425,000
2043	2,425,000	-0-	2,425,000
2044	2,425,000	-0-	2,425,000
2045	2,425,000	-0-	2,425,000
2046	2,425,000	-0-	2,425,000
2047	50,925,000	\$48,500,000	2,425,000

B. The Bonds will bear interest at the rate of five percent (5.00%) per annum, or such other lower rate as is set forth in the Indenture.

C. The Bonds may be redeemed at any time without premium.

D. It shall not be necessary to deposit any amount in a debt service reserve fund or a repair and replacement reserve fund for the maintenance of the Project Property.

E. The Lease shall require that the Company maintain the Project Property in safe repair and in such operating condition as is needed for its operations and carry proper insurance with respect to the Project Property as provided in the Lease.

F. The Lease shall require the Company to make lease payments in an amount sufficient to pay the principal of and interest on the Bonds as principal and interest become due and to pay all Related Costs (as defined in the Lease).

G. The Lease shall include a provision that the Company pay the County payments in lieu of taxes ("PILOT Payments") for so long as the Bonds are outstanding. The amount of the PILOT Payments shall be acceptable to the Commission and the Board of Education of the House Municipal School District. Notwithstanding Section 4 of this Bond Ordinance, the Commission may, by resolution, determine or adjust the PILOT Payments provisions of the Lease prior to the issuance of the Bonds.

Section 8. LIMITED OBLIGATIONS. The Bonds shall be special limited obligations of the County, payable solely from the Base Rent (as defined in the Lease) paid by the Company to the County as described in the Indenture and any other property or interest of the County specifically pledged under the Indenture and shall never constitute a debt or indebtedness of the County or the State or any political subdivision thereof within the meaning of any provision or limitation of the State Constitution or statutes, and shall not constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power. Nothing contained in this Bond Ordinance or in the Bond Documents or any other instruments shall be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing powers, nor shall the breach of any agreement contained in this Bond Ordinance, the Bond Documents, the Bonds or any other instrument be construed as obligating the County (except with respect to the Project Property and the application of the revenues therefrom and the proceeds of the Bonds, all as provided in the Bond Documents), nor as incurring a pecuniary liability or a charge upon the general credit of the County or against its taxing power, the County having no power to pay out of its general funds, or otherwise contribute any part of the costs of constructing or equipping the Project Property, nor power to operate the Project Property as a business or in any manner except as lessor of the Project Property.

Section 9. APPROVAL OF INDEMNIFICATION. The Commission specifically requires that the Lease contain provisions relating to indemnification which provide that the Company shall indemnify and hold harmless the County and its Board of County Commissioners, officials, employees and agents against liability to the Company, or to any third parties, that may be asserted against the County or its Board of County Commissioners, officials, members, officers, employees or agents with respect to the County's ownership of the Project Property or the issuance of the Bonds and arising from the condition of the Project Property or the acquisition, construction and operation of the Project Property by the Company, except to the extent Section 56-7-1, NMSA 1978 may preclude such indemnity, and except claims for any loss or damage to the extent caused by the gross negligence or willful misconduct of the County or its Board of County Commissioners, or any official, employee or agent of the County.

Section 10. BOND ORDINANCE IRREPEALABLE. After the Bonds are issued, this Bond Ordinance shall be and remain irrevocable until the Bonds, including interest, are fully paid, canceled and discharged in accordance with the Indenture.

Section 11. REPEALER. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent with this Bond Ordinance are repealed by this Bond Ordinance but only to the extent of that inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, previously repealed.

Section 12. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or provision shall not affect any of the remaining provisions of this Bond Ordinance.

Section 13. RECORDING; AUTHENTICATION; PUBLICATION; EFFECTIVE DATE. This Ordinance, immediately upon its final passage and approval, shall be authenticated by the signature of the presiding officer of the Board of Commissioners, and by the signature of the County Clerk or any Deputy County Clerk, and shall be recorded in the Ordinance book of the County, kept for that purpose, and shall be in full force and effect thereafter in accordance with the laws of the State, and notice of adoption thereof shall be published once in a newspaper which maintains an office in, and is of general circulation in the County.

Done this 9 day of October, 2017.

BOARD OF COUNTY COMMISSIONERS,
QUAY COUNTY, NEW MEXICO

By: Franklin McCasland
Franklin McCasland, Chairman

By: Sue Dowell
Sue Dowell, Member

By: Mike Cherry
Mike Cherry, Member



By: Ellen White
Ellen White, County Clerk



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**

P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2017 Emergency Management Performance Grant (EMPG) Program
 2017 Federal Grant No.: EMT-2017-EP-00002-S01 CFDA No.: 97.042

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMT-2017-EP-00002-S01-Quay County		QUAY COUNTY		QUAY COUNTY	
4. STATE DFA VENDOR NUMBER		5. EIN NUMBER		6. DUNS NUMBER	
0000054395		85-6000238		051336105	
7. CAGE CODE					
5RFT1					
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
P.O. Box 1246 Tucumcari, New Mexico 88401			P.O. Box 1246 Tucumcari, New Mexico 88401		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		505-476-0627	
Merrill Miller		CONTACT FAX NUMBER:		505-476-9695	
		CONTACT EMAIL ADDRESS:		dhsem.grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		July 1, 2017		12b. PERFORMANCE PERIOD END DATE	
				June 30, 2018	
13. ISSUING OF FUNDING DATE:					
13a. EMPG FEDERAL AWARD			13b. EMPG TOTAL SUB-RECIPIENT AWARD		
\$30,208.00			\$30,208.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Emergency Manager: Salary and Benefits				\$30,208.00
2					
3					
4					
5					
6					
TOTAL AMOUNT OF PROJECTS				\$30,208.00	

15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **QUAY COUNTY**.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **QUAY COUNTY**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **QUAY COUNTY** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement

Attachment I Required Reimbursement Checklist

2017 Emergency Performance Grant Program Application

2017 Emergency Performance Grant Program Guidelines

2017 Emergency Performance Grant Work Plan

2017 Emergency Performance Grant Program Notice of Funding Opportunity (DHS-17-GPD-042-06-01)

2017 DHSEM Emergency Performance Grant Program NOFO

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **QUAY COUNTY** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **QUAY COUNTY** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **QUAY COUNTY** shall match the Federal Award Amount of **\$30,208.00** with a local jurisdictional amount of **\$30,208.00**, for a total project cost of **\$60,416.00**. All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2017** and **June 30, 2018**. **QUAY COUNTY** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **QUAY COUNTY**.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the

expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4 : REPORTING REQUIREMENTS

The sub recipient, **QUAY COUNTY** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. **Quarterly reports are due: July 30, October 30, January 30, and April 30, within the period of performance beginning after the conclusion of the first quarter of grant activity. Where applicable, Sub-recipients are required to submit a Bi-annual Strategic Implementation Report (BSIR) through the Grant Reporting Tool (GRT).** The final reports are due 45 days after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

Travel: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

Training: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

Exercise: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences,

satisfy the following tests:

- The cost of the food and/or beverages provided is considered to be reasonable;
- The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
- Participation by all participants is mandatory; and
- The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and ***procurements greater than \$60,000*** not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs (p. 5, Financial Progress Report).
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Stand-alone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related

program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. DHSEM will also conduct sub-recipient monitoring through review of the BSIR. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. QUAY COUNTY will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after QUAY COUNTY receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft;

maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the U.S. Department of Homeland Security**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.**

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is **July 1, 2017 through June 30, 2018**. Further, all personnel related grant activity must be completed between **July 1, 2017 and June 30, 2018**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds *must be liquidated* within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.**
- B. The 2016 SAFECOM guidance, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
- a. Governance and Leadership,
 - b. Statewide Planning for Emergency Communications,
 - c. Emergency Communications Training and Exercises,
 - d. Activities that Enhance Operational Coordination, and
 - e. Standards Based Technology and Equipment.

To support these priorities, grantees should target funding toward standards-based equipment that enables the sub-recipients to:

- f. Sustain and maintain current Land Mobile Radios (LMR) capabilities
 - g. Use Project 25 (P25)-compliant LMR equipment for mission critical voice communications
 - h. Meet NMDoIT, FCC and FirstNet spectrum and authority to operate requirements
 - i. Transition towards Next Generation 911 (NG911) capabilities
 - j. Support standards that allow for alerts and warnings across different systems
 - k. Sustain backup solutions (e.g., backup power, portable repeaters, satellite phones, HF radios)
 - l. Secure equipment, information, and capabilities from physical and virtual threats
- C. Deployable / Shareable Assets - All assets supported in part or entirely with FY 2017 EMPG funding must be readily deployable to support emergency or disaster operations per existing IMAS and/or EMAC and other mutual aid agreements.
- D. All assets supported in part or entirely with FY2017 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.
- E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2017 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- F. The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- G. The signature of the signatory officials on this award attests to **QUAY COUNTY** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. **Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.**
- H. **QUAY COUNTY** shall ensure the **accounting system** used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- I. **QUAY COUNTY** shall comply with **Federal Civil Rights Laws and Regulations**: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.* **QUAY COUNTY** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- J. **QUAY COUNTY** certifies that it has an **Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP)** (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- K. **QUAY COUNTY** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- L. It is the responsibility of **QUAY COUNTY** as the recipient of these federal funds to fully understand and comply with the requirements of:
- **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002, <https://www.federalregister.gov/documents/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform>
 - **Whistleblower Protection Act**,
 - 10 U.S.C Section 2409, https://www.acquisition.gov/far/html/Subpart%203_9.html
 - 41 U.S .C. 4712, <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitle-divsnC-chap47-sec4712>
 - 10 U.S.C. Section 2324, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title10/USCODE-2010-title10-subtitleA-partIV-chap137-sec2324>
 - 41 U. S. C. Sections 4304 <https://www.gpo.gov/fdsys/pkg/USCODE-1998-title41/html/USCODE-1998-title41-chap7-sec423.htm>
 - 41 U. S. C. Sections 4310, <https://www.gpo.gov/fdsys/granule/USCODE-2011-title41/USCODE-2011->

title41-subtitleI-divsnC-chap43-sec4310

- **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- **USA Patriot Act of 2001**, 18 U.S.C. Sections 175, 175c, <https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>
- **Universal Identifier and System of Award Management (SAM)**, 2 C.F.R. Part 25, Appendix A, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25_main_02.tpl
- **Reporting of Matters Related to Recipient Integrity and Performance**, 2 C.F.R. Part 200, Appendix IX, XII, <https://www.federalregister.gov/documents/2015/07/22/2015-17753/guidance-for-reporting-and-use-of-information-concerning-recipient-integrity-and-performance>
- **Rehabilitation Act of 1973, 29 U.S.C. Section 794**, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>
- **Trafficking Victims Protection Act of 2000**, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 175.15, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap78-sec7104>
- **Terrorist Financing**, <http://www.state.gov/j/ct/rls/other/des/122570.htm>
- **SAFECOM**, <https://www.dhs.gov/safecom>
- **Reporting Sub-Awards and Executive Compensation**, http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170_1330.a&rgn=div9
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act**, http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200_1322&rgn=div8
- <https://www.epa.gov/history/epa-history-resource-conservation-and-recovery-act>, Environmental Protection Agency (EPA) 40 C. F.R. Part 247, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>
- **Patents and Intellectual Property Rights**, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401_main_02.tpl
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
 - 37 C.F.R. Part 401
 - 37 C.F.R. Section 401.14
- **DHS HSGP Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions, 31 U.S.C. Section 1352**, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title31/USCODE-2010-title31-subtitleII-chap13-subchapIII-sec1352/content-detail.html>
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>, <https://www.lep.gov/>
- **Hotel and Motel Fire Safety Act of 1990**, <https://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg747.pdf>, **Federal Fire Prevention and Control Act of 1974, as amended**, 15 U.S.C. Section 2225 <http://legcounsel.house.gov/Comps/FIREPREV.PDF>
- **Fly America Act of 1974**, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118 <https://www.med.upenn.edu/orss/docs/FlyAmericaAct.pdf>, Comptroller General Decision B-138942 <http://www.gao.gov/products/441704>
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally

identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

- **Americans with Disabilities Act of 1990**, 42 U. S. C. Sections 12101, 12213, <https://www.ada.gov/pubs/adastatute08.htm>
- **Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et**, https://www.dol.gov/oasam/regs/statutes/age_act.htm
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving**, <https://www.whitehouse.gov/the-press-office/executive-order-federal-leadership-reducing-text-messaging-while-driving>
- **Federal Debt Status**, https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev_2013/pdf/a-129.pdf
- **False Claims Act and Program Fraud Civil Remedies**, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812, <http://www.gao.gov/assets/590/587978.pdf>
- **Energy Policy and Conservation Act, 42 U.S.C. Section 6201**, <http://legcounsel.house.gov/Comps/EPCA.pdf>
- **Education Amendments of 1972 (Equal Opportunity in Education Act)**, 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19, <https://www.dol.gov/oasam/regs/statutes/titleix.htm>
- **Duplication of Benefits**, 2 C.F. R. Part 200, Subpart E, <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>
- **Drug-Free Workplace Regulations**, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001, https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg_2009/061509_drugfree.pdf
- **Debarment and Suspension**, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180, https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506_grants_full.pdf
- **Copyright**, 17 U.S.C. sections 401 or 402, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title17/USCODE-2010-title17-chap4-sec402>
- **Civil Rights Act of 1968**, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201, <https://www.law.cornell.edu/cfr/text/24/886.313>
- **Civil Rights Act of 1964 - Title VI**, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7 <https://www.dol.gov/oasam/regs/statutes/titlevi.htm>
- **DHS Specific Acknowledgements and Assurances**
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation

requirements, as prescribed by law or detailed in program guidance.

- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.**
 - In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
 - The United States has the right to seek judicial enforcement of these obligations.
- **Disposition of Equipment Acquired Under the Federal Award**, 2 C.F.R. Section 200.313, <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313>
 - **National Environmental Policy Act**, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, <https://ceq.doe.gov/>
 - **Nondiscrimination in Matters Pertaining to Faith-based Organizations**, 6 C. F. R. Part 19 <https://www.federalregister.gov/documents/2015/08/06/2015-18257/nondiscrimination-in-matters-pertaining-to-faith-based-organizations>

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- (a) Unwillingness or inability to attain project goals
- (b) Unwillingness or inability to adhere to Special Conditions listed on Page 11
- (c) Failure or inability to adhere to grant guidelines and federal compliance requirements
- (d) Improper procedures regarding contracts and procurements
- (e) Inability to submit reliable and/or timely reports
- (f) Management systems which do not meet federal required management standards
- (g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

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ARTICLE 19: SPECIAL CONDITIONS

*** Grant funds cannot be expended until these conditions have been met.**

- 1) **EMPG Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- 2) The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for **all** purchases regardless of any application review.
- 3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award **must** be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- 4) All EMPG sub-recipients must be NIMS compliant. A NIMS Assessment will be conducted on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must maintain a NIMS compliance rating of 85% throughout the performance period of the grant and thereafter.
- 5) Each jurisdiction is required to conduct one operations-based exercise to test the capabilities of equipment purchased with past or current federal preparedness grants within the current Training and Exercise Plan (TEP) year. The operations-based exercise must be a Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise. Documents are to include the After-Action Report/Improvement Plan (AAR/IP) and must be submitted to the State Exercise Officer within 60 days following the end of the exercise. ****Failure to submit exercise documents will result in withholding reimbursement payments associated with this grant award, until all documents are submitted.**
- 6) All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- 7) Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
- 8) All equipment must be purchased and deployed in accordance set forth in the FY 2017 EMPG NOFO. *All assets supported in part or entirely with FY 2017 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.*
- 9) All Budget Revisions must be reviewed and approved by the Local Preparedness Program to ensure that the proposed project meets all federal and state eligibility requirements. Budget Revisions **must** meet the original scope of the project.
- 10) If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program, before the jurisdiction can proceed with the Request for Approval (RFA) processes. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
- 11) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- 12) All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- 13) The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.
- 14) Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
- 15) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- 16) All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the LPP and ASB before execution, to include signing of contract between parties.
- 17) All requests for Sub-grant award extensions must be received at DHSEM **prior to** the 90-day grant award termination date. Requests for sub-grant award extensions will **only** be considered for documented extenuating circumstances and will be reviewed by the Local Preparedness Program on a case-by-case basis.
- 18) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.



SUB-RECIPIENT GRANT AGREEMENT
 2017 Emergency Management Performance Grant Program
 2017 Federal Grant No. EMT-2017-EP-00002-S01 CFDA No. 97.042

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **QUAY COUNTY** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES			
Signature of Emergency Management Program Manager		DATE	
Printed Name:			
Contact Number:		e-Mail Address:	
Signature of Jurisdiction Chief Financial Officer		DATE	
Printed Name:			
Contact Number:		e-Mail Address:	
Signature of Jurisdiction Signatory Official		DATE	
Printed Name: <i>Franklin McCasland</i>			
Contact Number: <i>595-403-7198</i>		e-Mail Address:	
NM DHSEM SIGNATURES			
Signature of DHSEM Chief Financial Officer		DATE	
Print Name: <i>Sarah J. Peterson</i>			
Signature of DHSEM Cabinet Secretary		DATE	
Print Name: <i>M. Jay Mitchell, Cabinet Secretary</i>			

*Please print two (2) originals, sign both and mail to:
 Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502*

Attachment I
Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. *Please only check the categories that apply to the reimbursement you are currently requesting.*

EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- Have sign-in sheets, rosters and agenda been provided?
- If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- Contributions are from Non Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime or other operational costs unrelated to training.

PROCLAMATION

WHEREAS, New Mexico and Quay County value the health and safety of all our citizens, and

WHEREAS, there is hope in winning the war on drugs and the hope lies in the hard work and determination of our communities to create a drug-free environment; and

WHEREAS, local leaders in the government and in the community know that support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce use of alcohol, tobacco and other drugs by New Mexicans; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the Red Ribbon was chosen as the symbol commemorating the work of Enrique "KIKI" Camarena, a Drug Enforcement Administration agent, who was murdered in the line of duty has come to represent the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by the Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts, and

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources--our children--and a contributing factor in the three leading causes of death for teenagers--accidents, homicides and suicides; and

WHEREAS, it is the goal of the Quay Red Ribbon Campaign and Quay County to involve families, schools, businesses, churches, law enforcement agencies and service organizations in all aspects of this campaign and to establish an atmosphere that supports awareness, education and on-going initiatives to prevent illegal drug use; and

WHEREAS, the Quay County Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles without illegal drugs or the illegal use of legal drugs; and

WHEREAS, there are many activities planned during the Red Ribbon Campaign in Quay County;

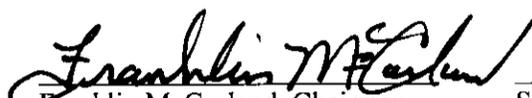
NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of Quay County do hereby proclaim October 23 through 31 2017 as:

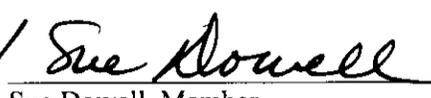


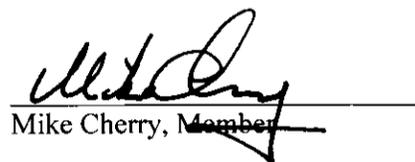
And, encourage all citizens, businesses, public and private agencies, media, religious and educational institutions to wear and display Red Ribbons and participate in drug-free activities throughout that week and to work all year to protect our community from dangers of alcohol and other drugs.

PASSED AND ADOPTED this 9th day of October, 2017.

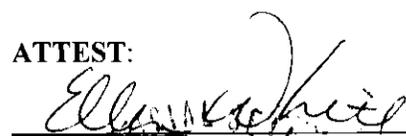
BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland, Chairman


Sue Dowell, Member


Mike Cherry, Member

ATTEST:


Ellen White, Quay County Clerk



September 30, 2017

Quay County Sheriff's Office monthly report.

Calls for Service

Month Reported	Count
January	81
February	98
March	102
April	82
May	69
June	68
July	84
August	92
September	83
October	0
November	0
December	0

Civil Process

Month Received	Count
January	87
February	121
March	189
April	124
May	151
June	76
July	78
August	76
September	65
October	0
November	0
December	0

Prisoner Transports

Month Reported	Count
January	17
February	17
March	18
April	11
May	10
June	11
July	14
August	15
September	14
October	0
November	0
December	0

Arrest

Month Arrested	Count
January	13
February	19
March	15
April	16
May	14
June	6
July	15
August	7
September	13
October	0
November	0
December	0

Citations

Month Issued	Count
January	27
February	30
March	10
April	5
May	3
June	4
July	21
August	13
September	10
October	0
November	0
December	0

Traffic Stops

Month Occurred	Count
January	58
February	50
March	39
April	24
May	10
June	25
July	38
August	40
September	25
October	0
November	0
December	0

Seven full time Law Enforcement Deputies.
 1 Sheriff
 1 Under Sheriff
 4 Deputies

Year	Total Mileage
Q-1 16 UNIT -7213	19928
Q-2 16 UNIT -6749	69737
Q-3 10 UNIT -8905	72037
Q-4 10 UNIT -0425	107844
Q-5 07 UNIT -9874	115861
Q-6 14 UNIT -0262	36143
Q-7 13 UNIT -7693	127040

Russell Shafer, Sheriff

**Exhibit 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2018**

Fiscal Agent Applicant Name (Municipality, County, Tribe, or Pueblo): Quay County		County: Quay		
Fiscal Agent Applicant Mailing Address (City, State, Zip): PO Box 1246 Tucumcari, NM 88401				
Telephone: (575) 461-2112		Fax: (575) 461-6208		E-mail:
Fiscal Agent Federal Tax Identification Number: 85-6000238				
Fiscal Agent State Identification Number (CRS): 01-508801-004				
Fiscal Agent DUNS#: 051336105 (Reminder this should be the County or Municipality DUNS number and not the individual fire department. Required of all federal financial assistance applicants effective Oct. 2003. Obtain at http://smallbusiness.dnb.com/ or by calling 800-333-0505)				
Fire Department Name: Conservancy Fire District 1				
Is your fire department or your fiscal representative registered at the System for Award Management (SAM)? <input checked="" type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to www.sam.gov to complete required registration. No assistance can be provided without SAM registration.)				
Non-tribal Applicant certifies that by signing this Application, non-tribal Applicant is compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. Tribal Applicants are required to provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website at http://www.saonm.org/home to verify if the Applicant's fiscal agent's (county or municipality) audits are available online for Fiscal Years 12, 13, 14, 15, and 16 and check the boxes below for each available audit. If you indicated NO below on any audit, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application. Applicants whose fiscal agent's audits are not available at the State Auditor's website may be disqualified.				
Fiscal Year 2012	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2013	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2014	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2015	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2016	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fire Department Mailing Address: PO Box 725 Tucumcari, NM 88401		Contact Person: John Hinze		
Cell Phone: (575) 403-7682		Fax: (575) 461-2725		E-mail: johnhinze@icloud.com
Grant Amount Requested		\$8216.60		
Local Government Match		\$913		

Total Project Costs		\$9129.60
1. Is your community population under 10,000? (Check one)		
Yes <input checked="" type="checkbox"/> (proceed to item 2 below)		
No <input type="checkbox"/> (Applicant does not qualify for VFA)		
2. Which category best describes your project? (Check one)		
A. Training <input type="checkbox"/>	B. Equipment <input checked="" type="checkbox"/>	C. Organizing <input type="checkbox"/> D. Prevention (VFA only) <input type="checkbox"/>
3. Do you currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One)		
Yes <input checked="" type="checkbox"/>		
No <input type="checkbox"/>		
If No, do you have an agreement with a federal agency? Which one?		
4. What is your fire department's classification by the State Fire Marshal's Division?		
ISO Class 5 For how long? 2 years		
5. Is your fire department adjacent to federal land? (Check one)		
Yes <input type="checkbox"/>		
No <input checked="" type="checkbox"/>		
6. Does your fire department use NIMS (ICS) in day-to-day operations?		
Yes <input checked="" type="checkbox"/>		
No <input type="checkbox"/>		
7. Does your fire department initial attack or fight wildland fires on or near federal land? (Check one) Name of federal Fire Manager you work with:		
Yes <input type="checkbox"/>		
No <input checked="" type="checkbox"/>		
8. If you answered yes to question 6, Check (v) agency below.		
Bureau of Land Management <input type="checkbox"/>		National Park Service <input type="checkbox"/>
Bureau of Reclamation <input type="checkbox"/>		Fish and Wildlife Service <input type="checkbox"/>
Bureau of Indian Affairs <input type="checkbox"/>		U.S. Forest Service <input checked="" type="checkbox"/>
9. Wildland fire training? (indicate number of people who have completed each course)		
Basic wildland training (S-130, S-190)? 10	Advanced wildland training (S-205, S-290)? 0	
10. How many engines does your fire department have?		
Wildland? 6	Structural? 2	
11. Project description, objectives and benefits - PLEASE DETAIL YOUR PROJECT ON A SEPARATE SHEET OF PAPER ATTACHED TO THIS APPLICATION		

12. Please describe proposed project budget			
1. Item	2. Federal Grant Amount*	3. Applicant Match**	4. Total Item Cost
Example: Wildland coordinator	\$20,000.00	\$2,000.00	\$22,000.00
20,000 x 1.10 = Total with Match (column 4)			
Grand Total	\$ 8216.60	\$ 913	\$ 9129.60
13. Do any of the items listed in this Application have an individual cost of more than \$5,000.00?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
14. Did you receive a VFA Award in Calendar Year 2016?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
15. Have you been awarded the Volunteer Fire Assistance grant within the last four years?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>

* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)

** Applicant match (Column 3) must be 10 percent of the federal grant amount cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

- A) Grant Amount (Column 2) x 1.10 = Total Cost with Match Included (Column 4)
 $\$10,000 \times 1.10 = \$11,000.00$ - Total Cost with Match Included
- B) Total Cost for item (Column 4) / 1.10 = Federal Grant Amount (Column 2)
 $(\$11,000 / 1.1) = \$10,000$ - Federal Grant Amount (Column 2)

OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM REPRESENTATIVE
Name: Richard Primrose	Name: John Hinze
Title: County Manager	Title: Chief
Mailing Address: PO Box 1246 Tucumcari, NM 88401	Mailing Address: PO Box 725 Tucumcari, NM 88401
Telephone: (575) 461-2112	Work Telephone: (575) 461-2724
	Cellular Number: (575) 403-7682
Fax: (575) 461-6208	Fax: (575) 461-2725
Email:	E-mail: johnhinze@icloud.com
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.

Richard D. Primrose
 Signature of Authorized Local Government Representative

Richard D Primrose
 Print Name

County Manager
 Title

10/11/17
 Date Application Submitted



District 1 Fire Department

P.O. Box 725
Tucumcari, NM 88401

Grant Request:

12- Kenwood Hand Held Radio Package
Cost per Radio \$760.80 X 12=\$9129.60

Fire Department 10% Match= \$913.00

Total Grant Request is \$8216.60

Sincerely,

Chief John Hinze

**Exhibit 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2018**

Fiscal Agent Applicant Name (Municipality, County, Tribe, or Pueblo): County, Quay		County: Quay		
Fiscal Agent Applicant Mailing Address (City, State, Zip): Quay County Manager PO Box 1246 Tucumcari, NM 88401				
Telephone: 575-461-2112		Fax: 575-461-6208		E-mail: Richard.primrose@quaycounty-nm.gov
Fiscal Agent Federal Tax Identification Number: 85-6000238				
Fiscal Agent State Identification Number (CRS): 01-508801-004				
Fiscal Agent DUNS#: 051336105 (Reminder this should be the County or Municipality DUNS number and not the individual fire department. Required of all federal financial assistance applicants effective Oct. 2003. Obtain at http://smallbusiness.dnb.com/ or by calling 800-333-0505)				
Fire Department Name: Porter Fire Dept.				
Is your fire department or your fiscal representative registered at the System for Award Management (SAM)? <input checked="" type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to www.sam.gov to complete required registration. No assistance can be provided without SAM registration.)				
Non-tribal Applicant certifies that by signing this Application, non-tribal Applicant is compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. Tribal Applicants are required to provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website at http://www.saonm.org/home to verify if the Applicant's fiscal agent's (county or municipality) audits are available online for Fiscal Years 12, 13, 14, 15, and 16 and check the boxes below for each available audit. If you indicated NO below on any audit, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application. Applicants whose fiscal agent's audits are not available at the State Auditor's website may be disqualified.				
Fiscal Year 2012	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2013	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2014	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2015	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2016	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fire Department Mailing Address: Porter F.D. P.O. Box 91 San Jon N.M .88434		Contact Person: Austin Gibson		
Cell Phone: 575-403-5081		Fax: 575-461-6208		E-mail: Austingibson199008@yahoo.com

Grant Amount Requested	\$12,791
Local Government Match	\$1,422
Total Project Costs	\$14,223
1. Is your community population under 10,000? (Check one)	
Yes <input checked="" type="checkbox"/> (proceed to item 2 below)	
No <input type="checkbox"/> (Applicant does not qualify for VFA)	
2. Which category best describes your project? (Check one)	
A. Training <input type="checkbox"/>	B. Equipment <input checked="" type="checkbox"/>
C. Organizing <input type="checkbox"/>	D. Prevention (VFA only) <input type="checkbox"/>
3. Do you currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One)	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
If No, do you have an agreement with a federal agency? Which one?	
4. What is your fire department's classification by the State Fire Marshal's Division?	
ISO Class 9	For how long? 15
5. Is your fire department adjacent to federal land? (Check one)	
Yes <input type="checkbox"/>	
No <input checked="" type="checkbox"/>	
6. Does your fire department use NIMS (ICS) in day-to-day operations?	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
7. Does your fire department initial attack or fight wildland fires on or near federal land? (Check one) Name of federal Fire Manager you work with:	
Yes <input type="checkbox"/>	
No <input type="checkbox"/>	
8. If you answered yes to question 6, Check (✓) agency below.	
Bureau of Land Management <input type="checkbox"/>	National Park Service <input type="checkbox"/>
Bureau of Reclamation <input type="checkbox"/>	Fish and Wildlife Service <input type="checkbox"/>
Bureau of Indian Affairs <input type="checkbox"/>	U.S. Forest Service <input checked="" type="checkbox"/>
9. Wildland fire training? (indicate number of people who have completed each course)	
Basic wildland training (S-130, S-190)? 3	Advanced wildland training (S-205, S-290)?
10. How many engines does your fire department have?	
Wildland? 2	Structural? 2
11. Project description, objectives and benefits - PLEASE DETAIL YOUR PROJECT ON A SEPARATE SHEET OF PAPER ATTACHED TO THIS APPLICATION	

12. Please describe proposed project budget				
1. Item	2. Federal Grant Amount*	3. Applicant Match**		4. Total Item Cost
Example: Wildland coordinator	\$20,000.00	\$2,000.00		\$22,000.00
20,000 x 1.10 = Total with Match (column 4)				
Grand Total	\$ 12,791	\$ 1,422		\$ 14,223
13. Do any of the items listed in this Application have an individual cost of more than \$5,000.00?	Yes	<input type="checkbox"/>	No	x
14. Did you receive a VFA Award in Calendar Year 2016?	Yes	<input type="checkbox"/>	No	x
15. Have you been awarded the Volunteer Fire Assistance grant within the last four years?	Yes	<input type="checkbox"/>	No	x

* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)

** Applicant match (Column 3) must be 10 percent of the federal grant amount cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

A) Grant Amount (Column 2) x 1.10 = Total Cost with Match Included (Column 4)

$\$10,000 \times 1.10 = \$11,000.00$ - Total Cost with Match Included

B) Total Cost for item (Column 4) / 1.10 = Federal Grant Amount (Column 2)
 $(\$11,000 / 1.1) = \$10,000$ - Federal Grant Amount (Column 2)

Porter Grant

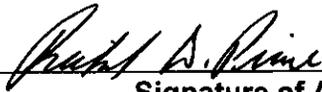
		<u>price</u>	
xe/ (Pulaski)	4	\$ 56.00	\$ 224.00
fire rake	4	\$ 33.00	\$ 132.00
Ice lead	4	\$ 63.00	\$ 252.00
low level Strainer	2	\$ 392.00	\$ 784.00
1" forestry nozzle	3	\$ 600.00	\$ 1800.00
drip torch	2	\$ 250.00	\$ 500.00
air mask	10	\$ 160.00	\$ 1600.00
forestry gloves	10	\$ 41.00	\$ 410.00
forestry boots	4	\$ 250.00	\$ 1000.00
hoods	10	\$ 30.00	\$ 300.00
forestry hose 50'	10	\$ 71.00	\$ 710.00
ump	1	\$ 4000.00	\$ 4000.00
oil Box	2	\$ 500.00	\$ 1000.00
mobile Radio	2	\$ 600.00	\$ 1200.00
first Aid	6	\$ 50.00	\$ 300.00
total	73		14,212.00

OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM REPRESENTATIVE
Name: Richard Primrose	Name: Austin Gibson
Title: County Manager	Title: Chief
Mailing Address: P.O. Box 1246 Tucumcari, N.M. 88401	Mailing Address: PO Box 91 San Jon NM 88434
Telephone: 575-461-2112	Work Telephone: 575-403-5081
	Cellular Number: 575-403-5081
Fax: 575-461-6208	Fax: 575-461-6208
Email: Richard.primrose@quaycounty-nm.gov	E-mail: Austingibson199008@yahoo.com
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.



Signature of Authorized Local Government Representative

Richard Primrose
Print Name

Quay County Manager
Title

10/11/2017
Date Application Submitted

**Exhibit 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2018**

Fiscal Agent Applicant Name (Municipality, County, Tribe, or Pueblo): County		County: Quay		
Fiscal Agent Applicant Mailing Address (City, State, Zip): Quay County Manager P.O.Box 1246 Tucumcari, N.M. 88401				
Telephone: 575/461/2112		Fax: 575/461/6208		E-mail: Richard.primrose@quaycounty-nm.gov
Fiscal Agent Federal Tax Identification Number: 85-6000238				
Fiscal Agent State Identification Number (CRS): 01-508801-004				
Fiscal Agent DUNS#: 051336105 (Reminder this should be the County or Municipality DUNS number and not the individual fire department. Required of all federal financial assistance applicants effective Oct. 2003. Obtain at http://smallbusiness.dnb.com/ or by calling 800-333-0505)				
Fire Department Name: Bard-Endee Fire District				
Is your fire department or your fiscal representative registered at the System for Award Management (SAM)? <input checked="" type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website every year or you become inactive. Please check your status.) <input type="checkbox"/> No (If no, please go to www.sam.gov to complete required registration. No assistance can be provided without SAM registration.)				
Non-tribal Applicant certifies that by signing this Application, non-tribal Applicant is compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. Tribal Applicants are required to provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website at http://www.saonm.org/home to verify if the Applicant's fiscal agent's (county or municipality) audits are available online for Fiscal Years 12, 13, 14, 15, and 16 and check the boxes below for each available audit. If you indicated NO below on any audit, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application. Applicants whose fiscal agent's audits are not available at the State Auditor's website may be disqualified.				
Fiscal Year 2012	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2013	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2014	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2015	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fiscal Year 2016	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
Fire Department Mailing Address: Bard-Endee F.D. 1097 RT.66 Bard, N.M. 88411		Contact Person: Donald Adams		
Cell Phone: 575-403-7911		Fax: 575-461-6208		E-mail: bardendee@yahoo.com
Grant Amount Requested		\$20,000.00		

Local Government Match	\$2,000.00
Total Project Costs	\$22,000.00
1. Is your community population under 10,000? (Check one)	
Yes <input checked="" type="checkbox"/> (proceed to item 2 below)	
No <input type="checkbox"/> (Applicant does not qualify for VFA)	
2. Which category best describes your project? (Check one)	
A. Training <input type="checkbox"/>	B. Equipment <input checked="" type="checkbox"/>
C. Organizing <input type="checkbox"/>	D. Prevention (VFA only) <input type="checkbox"/>
3. Do you currently have a cooperative agreement with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One)	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
If No, do you have an agreement with a federal agency? Which one?	
4. What is your fire department's classification by the State Fire Marshal's Division?	
ISO Class 8b	For how long? 8
5. Is your fire department adjacent to federal land? (Check one)	
Yes <input type="checkbox"/>	
No <input checked="" type="checkbox"/>	
6. Does your fire department use NIMS (ICS) in day-to-day operations?	
Yes <input checked="" type="checkbox"/>	
No <input type="checkbox"/>	
7. Does your fire department initial attack or fight wildland fires on or near federal land? (Check one) Name of federal Fire Manager you work with:	
Yes <input type="checkbox"/>	
No <input checked="" type="checkbox"/>	
8. If you answered yes to question 6, Check (✓) agency below.	
Bureau of Land Management <input type="checkbox"/>	National Park Service <input type="checkbox"/>
Bureau of Reclamation <input type="checkbox"/>	Fish and Wildlife Service <input type="checkbox"/>
Bureau of Indian Affairs <input type="checkbox"/>	U.S. Forest Service <input checked="" type="checkbox"/>
9. Wildland fire training? (indicate number of people who have completed each course)	
Basic wildland training (S-130, S-190)? 8	Advanced wildland training (S-205, S-290)?
10. How many engines does your fire department have?	
Wildland? 5	Structural? 3
11. Project description, objectives and benefits - PLEASE DETAIL YOUR PROJECT ON A SEPARATE SHEET OF PAPER ATTACHED TO THIS APPLICATION	

12. Please describe proposed project budget			
1. Item	2. Federal Grant Amount*	3. Applicant Match**	4. Total Item Cost
Example: Wildland coordinator	\$20,000.00	\$2,000.00	\$22,000.00
20,000 x 1.10 = Total with Match (column 4)			
Grand Total	\$ 20,000.00	\$ 2,000.00	\$ 22,000.00
13. Do any of the items listed in this Application have an individual cost of more than \$5,000.00?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	x <input type="checkbox"/>
14. Did you receive a VFA Award in Calendar Year 2016?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	x <input type="checkbox"/>
15. Have you been awarded the Volunteer Fire Assistance grant within the last four years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	x <input type="checkbox"/>

* The grant award amount (Column 2) will be 90 percent of total project cost (Column 4)

** Applicant match (Column 3) must be 10 percent of the federal grant amount cost to be eligible for funding.

As a suggestion from program managers, when you draft your budget, list all items for which you are applying funding for and enter the total cost for each item in Column 4, then calculate the Grand Total. Applicants have the option to apply local match to each item. The grand total for local match MUST equal 10 percent.

Hint: To calculate applicant match of 10% for any grant amount, use this formula as an example.

A) Grant Amount (Column 2) x 1.10 = Total Cost with Match Included (Column 4)
 $\$10,000 \times 1.10 = \$11,000.00$ - Total Cost with Match Included

B) Total Cost for item (Column 4) / 1.10 = Federal Grant Amount (Column 2)
 $(\$11,000 / 1.1) = \$10,000$ - Federal Grant Amount (Column 2)



Bard-Endee Fire District

1097 Route 66
Bard, New Mexico 88411
Phone (575) 576-2233 ©575.403.7911
bardendee@yahoo.com

Chief
Donald Adams
Asst. Chief
Don McCoy

Grant Request:

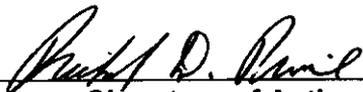
New 10hp. Pump for skid unit	\$4,800.00
12 Full sets of wildland gear (550.00 each)	\$6,600.00
Shovels, Fire brooms, Indian backpacks	\$1,800.00
Handhelds Radios	\$3,040.00
Hoses, Nozzles	\$2,000.00
500 gallon tank	\$3760.00
TOTAL GRANT	\$22,000.00

OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM REPRESENTATIVE
Name: Richard Primrose	Name: Donald Adams
Title: Quay County Manager	Title: Fire Chief
Mailing Address: P.O. Box 1246 Tucumcari, N.M. 88401	Mailing Address: 1097 Route 66 Bard, NM 88411
Telephone: 575/461/2112	Work Telephone: 575-403-7911
	Cellular Number: 575-403-7911
Fax: 575/461/6208	Fax: 575-461-6208
Email: richard.primrose@quaycounty-nm.gov	E-mail: bardendee@yahoo.com
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.



Signature of Authorized Local Government Representative

Richard Primrose

Print Name

Quay County Manager

Title

10/11/2017

Date Application Submitted

DATE/17	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD
5-Sep-17	TONY	QUAY ROAD AO	6475-6675	2.80	
	TONY	QUAY ROAD 65	4225-4400	1.75	
	TONY	QUAY ROAD 62	3500-3600	1.00	
	LOUIS	QUAY ROAD J	6300-6330	0.30	
	LOUIS	QUAY ROAD J	6570-6600	0.30	FIXED WASHOUT SPOTS
	LOUIS	QUAY ROAD 70	2000-2200	2.00	
	LOUIS	QUAY ROAD 69	2000-2100	1.00	
	LOUIS	QUAY ROAD U	6900-7000	1.00	
6-Sep-17	LOUIS	QUAY ROAD I	4900-5000	1.00	
	LOUIS	QUAY ROAD 49	0500-0870	4.20	
	TONY	QUAY ROAD 55	4100-4400	3.00	
	TONY	N. ROCK ISLAND	1200-3030	1.00	
7-Sep-17	LOUIS	QUAY ROAD M	580-5250	1.70	
	LOUIS	QUAY ROAD L	5100-5180	0.80	
	LOUIS	QUAY ROAD 51	0900-1200	3.05	
	LOUIS	QUAY ROAD I	5000-5100	1.00	
	LOUIS	QUAY ROAD I	4860-4900	0.63	
	LOUIS	QUAYROAD 49	0870-0910	0.40	
11-Sep-17	LOUIS	QUAY ROAD M	5250-5900	6.50	
	LOUIS	RT. 66	1300-1475	1.75	
	TONY	QUAY ROAD 72	2400-2550	1.50	
	TONY	QUAY ROAD 72.5	2450-2475	0.29	
	TONY	QUAY ROAD X	7100-7200	1.00	
12-Sep-17	ARMANDO	QUAY ROAD 51	2550-2900	3.80	
	ARMANDO	QUAY ROAD AC	5100-5200	1.50	
	ARMANDO	QUAY ROAD AF.5	5400-5510	0.96	
	ARMANDO	QUAY ROAD AI	5200-5400	2.00	
	LOUIS	QUAY ROAD 57	1800-2200	4.00	
	LOUIS	QUAY ROAD V	5550-5700	1.50	
	LOUIS	QUAY ROAD U	5700-5950	2.50	
	LOUIS	QUAY ROAD S	5700-5875	1.55	
	TONY	QUAY ROAD M	9600-9900	3.00	
	TONY	QUAY ROAD M	9900-10100	2.07	
TONY	QUAY ROAD J	9600-9800	2.00		
17-Sep-17	ARMANDO	QUAY ROAD 62	3000-3100	1.00	
	LOUIS	QUAY ROAD O	6400-6600	2.00	
	LOUIS	QUAY ROAD 65	1500-1600	1.00	
	LOUIS	QUAY ROAD T	6700-6800	1.00	
	LOUIS	QUAY ROAD 70	1900-2000	1.00	
18-Sep	TONY	QUAY ROAD 46	3900-4200	3.00	
	TONY	QUAY ROAD 45	3800-3900	1.00	
	TONY	QUAY ROAD AN	4500-4600	1.00	
	TONY	QUAY ROAD AM	4400-4500	1.00	
	TONY	QUAY ROAD 45	4500-4600	1.00	
19-Sep-17	ARMANDO	QUAY ROAD AE	6900-7100	2.00	
	ARMANDO	QUAY ROAD 69.9	2950-3000	0.38	
	ARMANDO	QUAY ROAD Y	6950-7100	1.50	

	ARMANDO	QUAY ROAD 72	3375-3550	1.00	
	TONY	QUAY ROAD 57	3200-3400	2.00	
	TONY	QUAY ROAD 65	3200-3300	1.00	
	TONY	QUAY ROAD 62	3200-3400	2.00	
20-Sep-17	ARMANDO	QUAY ROAD 72	2200-2450	1.89	
	ARMANDO	QUAY ROAD 70	3300-3400	1.00	
	ARMANDO	QUAY ROAD 73	3350-3400	0.50	
	ARMANDO	QUAY ROAD 71	3300-3400	1.00	
	ARMANDO	QUAY ROAD AI	7200-7375	1.75	
	ARMANDO	QUAY ROAD AH	7000-7100	1.00	
	ARMANDO	QUAY ROAD AJ	7200-7250	0.50	
	TONY	QUAY ROAD AJ	6300-6400	1.00	
	TONY	QUAY ROAD AI	6500-6700	1.00	
	TONY	QUAY ROAD 65	2800-2900	1.00	
21-Sep-17	LOUIS	QUAY ROAD O	6400-6600	2.00	
	LOUIS	QUAY ROAD 65	1500-1600	1.00	
	LOUIS	QUAY ROAD T	6700-6800	1.00	
	LOUIS	QUAY ROAD 70	1900-2000	1.00	
	ARMANDO	QUAY ROAD 69	3300-3400	1.00	
	ARMANDO	QUAY ROAD AH	7000-7175	1.85	
	ARMANDO	QUAY ROAD AG	5700-5900	2.00	
25-Sep-17	ARMANDO	SOUTH ELDER	0101-0500	0.25	
	ARMANDO	QUAY ROAD AT	6300-6375	1.00	
	ARMANDO	QUAY ROAD AR	6200-6300	1.00	
	ARMANDO	W. SIERRA AVE	0400-1100	0.50	
	ARMANDO	W. EL CARRO	0213-0233	0.10	
	ARMANDO	E. MAIN ST	1300-1500	0.25	
	ARMANDO	QUAY ROAD AT	5760-6100	3.40	
26-Sep-17	TONY	QUAY ROAD BK	5200-5800		PULLED WEEDS OUT OF DITCHES
	TONY	QUAY ROAD BK	5200-5700	5.00	
27-Sep-17	LOUIS	QUAY ROAD P	6600-6850	2.43	
	LOUIS	QUAY ROAD 67	1550-1600	0.50	
	LOUIS	QUAY ROAD U	7000-7400	4.00	
		TOTAL		124.65	