

QUAY COUNTY GOVERNMENT

300 South Third Street

P.O. Box 1246

Tucumcari, NM 88401

Phone: (575) 461-2112

Fax: (575) 461-6208

**AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
NOVEMBER 9, 2020**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session October 26, 2020

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Ellen White, Quay County Clerk**
 - Request Approval of the 2020 General Election Canvass
- II. Lucas Bugg, Quay County Fire Marshall**
 - Request Approval of Volunteer Fire Assistance Grant Application - Fire District #1
- III. Christopher Birch, QCDC Administrator**
 - Request Approval of the Narcan / Naloxone Policy for QCDC
- IV. Larry Moore, Quay County Road Superintendent**
 - Road Update
- V. Richard Primrose, Quay County Manager**
 - Correspondence
- VI. Request Approval of Accounts Payable**
- VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**



DOC #CM-00499

12/15/2020 09:31 AM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Pages: 49

Ellen White - County Clerk, County Clerk



VIII. Request for Closed Executive Session

- **Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation**

IX. 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

November 9, 2020

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 9th day of November, 2020 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Sue Dowell, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Lucas Bugg, Quay County Fire Marshall
Jerri Rush, District 2 Commissioner Elect
Daniel Zamora, Quay County Emergency Manager
Christopher Birch, Quay County Detention Center Administrator
Patsy Gresham, Quay County Treasurer
Larry Moore, Quay County Road Superintendent
Ron Warnick, Quay County Sun

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

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the October 26, 2020 regular session as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye".

Public Comments: NONE

NEW BUSINESS:

Ellen White, Quay County Clerk submitted the 2020 General Election Canvass for approval. A MOTION was made by Mike Cherry, Seconded by Sue Dowell to approve the Canvass as presented. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Copy of the Canvass Summary and Spreadsheet is attached to these minutes.

Lucas Bugg, Quay County Fire Marshall, requested approval of the Volunteer Fire Assistance Grant Application for Rural Fire District No. 1. The total amount of the Grant with a 5% match is \$19,833.10. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Application. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached.

Bugg informed the Board the recently submitted Fire Protection Fund Grant Applications submitted have been determined with two of the four from Quay County being successfully funded. Both Porter and Forrest Fire Departments received funding.

Christopher Birch presented for approval the Quay County Detention Center Policy and Procedure Narcan Detainee Program. Birch stated the law requires this Program to be in place, stating the drug is currently being funded by the State. Birch said if the funding does not continue it would be an expense the County would have to absorb. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Policy and Procedures. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

Larry Moore, Quay County Road Superintendent, provided the road updates:

1. The Match Waiver Agreements will be signed the first week of December and attached to minutes.
2. Crews are still working on Quay Road 27 (School Bus Project) in the House area. Materials for a half mile have been hauled and laid with 1½ miles to complete the project.
3. Crews continued to blade roads in areas with moisture. Blade Report is attached.

Quay County Manager, Richard Primrose reported no correspondence to distribute, but provided the following updates:

1. Eighteen applications were received for consideration in the CARES ACT Grant Program. The committee is waiting for final approval of the awards to submit for reimbursements.
2. Quay County has submitted their portion of the CARES ACT Grant for reimbursements for expenses through the end of June, 2020. A supplemental application will be sent with expenses through the end of the year.
3. The County Offices will be closed Wednesday, November 11, 2020 in observance of Veterans Day.
4. Due to ongoing Covid-19 restrictions, the annual County Employee Appreciation Dinner will not be held this year. As well, the County is not renting the Exhibit Center to any entities at this time.

A MOTION was made by Sue Dowell SECONDED by Mike Cherry to approve the expenditures included in the Accounts Payable Report ending November 6, 2020. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".

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

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

Time noted 9:21 a.m.

---Executive Session---

Return to regular session. Time noted 9:55 a.m.


A MOTION was made by Mike Cherry, SECONDED by Sue Dowell that only the above described item was discussed in Executive Session. MOTION carried with Dowell voting "aye", Cherry voting "aye" and McCasland voting "aye".


Chairman McCasland noted No Action as a result of the Executive Session will be taken.

There being no further business, a MOTION was made by Mike Cherry SECONDED by Sue Dowell to adjourn. MOTION carried with Cherry voting "aye", Dowell voting "aye" and McCasland voting "aye". Time noted 10:00 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



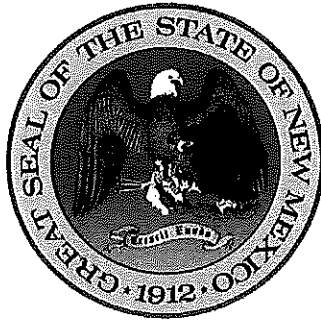

Franklin McCasland


Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



CERTIFICATION OF CANVASS RESULTS

We, the undersigned Board of County Commissioners acting as the Board of Canvassers of Quay County, State of New Mexico, canvass the General Election held in said county, November 3, 2020, certify that the canvass results text file sent to the office of secretary of state is a correct canvass of returns of said election.

WITNESS the Honorable Board of County Commissioners, November 9, 2020
Date

ATTEST:

Ellen L White

Clerk

Sue Howell

Member

Franklin MacIsaac

Chairman

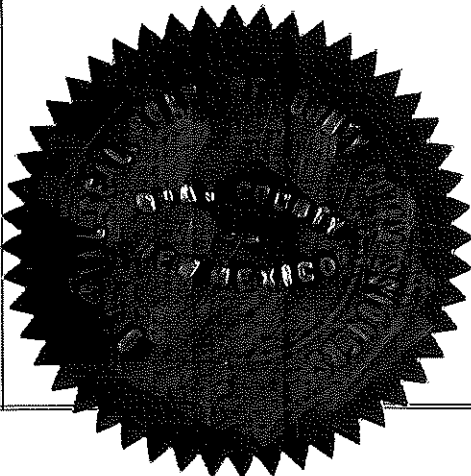
Mike Chumf

Member

Member

Member

Member



Quay County**Countywide****Candidate Summary of General Election Held on November 3, 2020
State of New Mexico****President and Vice President of the United States**

HOWIE HAWKINS AND ANGELA NICOLE WALKER (GRN)	17
JO JORGENSEN AND JEREMY "SPIKE" COHEN (LIB)	41
JOSEPH R BIDEN AND KAMALA D HARRIS (DEM)	1170
SHEILA "SAMM" TITTLE AND DAVID CARL SANDIGE (CON)	5
DONALD J TRUMP AND MIKE PENCE (REP)	2634
GLORIA LA RIVA AND SUNIL FREEMAN (PSL)	6

United States Senator

BOB WALSH (LIB)	91
MARK V RONCHETTI (REP)	2543
BEN R LUJAN (DEM)	1214

United States Representative - DISTRICT 3

ALEXIS M JOHNSON (REP)	2554
TERESA LEGER FERNANDEZ (DEM)	1212

State Senator - DISTRICT 07

PAT WOODS (REP)	2145
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State Senator - DISTRICT 08

PETE CAMPOS (DEM)	228
MELISSA KAY FRYZEL (REP)	789

State Representative - DISTRICT 67

JACKEY O CHATFIELD (REP)	2937
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Justice of the Supreme Court Position 1

NED S FULLER (REP)	2518
SHANNON BACON (DEM)	1205

Justice of the Supreme Court Position 2

KERRY J MORRIS (REP)	2558
DAVID K THOMSON (DEM)	1159

Judge of the Court of Appeals Position 1

BARBARA V JOHNSON (REP)	2641
ZACH IVES (DEM)	1082

Judge of the Court of Appeals Position 2

STEPHEN P CURTIS (LIB)	259
SHAMMARA H HENDERSON (DEM)	1086
GERTRUDE LEE (REP)	2363

Judge of the Court of Appeals Position 3	
THOMAS C MONTOYA (REP)	2654
JANE B YOHALEM (DEM)	1060

Public Education Commissioner - DISTRICT 9	
K T MANIS (REP)	2390
KRIK MYERS (LIB)	174
TRISH RUIZ (DEM)	1144

District Attorney - 10TH JUDICIAL DISTRICT	
TIMOTHY L ROSE (IND)	2711

County Clerk	
ELLEN L WHITE (DEM)	2875

County Treasurer	
PATSY R GRESHAM (REP)	2988

County Commissioner by Commissioner District - DISTRICT 1	
ROBERT J LOPEZ (DEM)	2483

County Commissioner by Commissioner District - DISTRICT 2	
JERRI R RUSH (REP)	3006

JUDICIAL RETENTION: Shall JACQUELINE R MEDINA be retained as Judge of the Court of Appeals?	
Yes	2031
No	1071

JUDICIAL RETENTION: Shall ALBERT J MITCHELL be retained as Judge of the 10th Judicial District, Division 1? - TENTH JUDICIAL DISTRICT : DIVISION 01	
Yes	2070
No	1416

CONSTITUTIONAL AMENDMENT 1: Proposing to amend the Constitution of New Mexico to provide that the Public Regulation Commission consist of three members appointed by the Governor from a list of professionally qualified nominees submitted to the Governor by a nominating committee as provided by law and that the commission is required to regulate public utilities and may be required to regulate other public service companies.	
Yes	1218
No	2145

CONSTITUTIONAL AMENDMENT 2: Proposing to amend article 20, section 3 of the Constitution of New Mexico to permit the adjustment by law of terms of non-statewide elected officers and to standardize the date an officer begins to serve.	
Yes	1404
No	1875

BOND QUESTION A: The 2020 Capital Projects General Obligation Bond Act authorizes the issuance and sale of senior citizen facility improvement, construction and equipment acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed thirty-three million two hundred ninety-two thousand one hundred forty-one dollars (\$33,292,141) to make capital expenditures for certain senior citizen facility improvement, construction and equipment acquisition projects and provide f	
Yes	1944
No	1417

BOND QUESTION B: The 2020 Capital Projects General Obligation Bond Act authorizes the issuance and sale of library acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed nine million seven hundred fifty-one thousand four hundred thirty-three dollars (\$9,751,433) to make capital expenditures for academic, public school, tribal and public library resource acquisitions and provide for a general property tax imposition and levy for the payment of principal of, I

Yes

1811

No

1534

BOND QUESTION C: The 2020 Capital Projects General Obligation Bond Act authorizes the issuance and sale of higher education, special schools and tribal schools capital improvement and acquisition bonds. Shall the state be authorized to issue general obligation bonds in an amount not to exceed one hundred fifty-six million three hundred fifty-eight thousand four hundred seventy-five dollars (\$156,358,475) to make capital expenditures for certain higher education, special schools and tribal schools capital improve

Yes

1758

No

1595

APPLICATION PACKET

Cooperative Fire Assistance through support from the USDA Forest Service

Volunteer Fire Assistance Application Guidelines

I. General Description

The State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Division) is seeking Applications (Exhibit 1) for the Volunteer Fire Assistance Program (VFA). This VFA grant is provided through emergency funds made available by the U.S. Department of Agriculture, Forest Service (Forest Service) to protect communities from catastrophic wildland fire. Grant funding focuses primarily on wildland fire objectives including: 1) equipping rural fire departments with wildland fire equipment; 2) organizing rural fire departments for wildland fire response; and 3) wildland fire prevention. Structural firefighting objectives are a lower priority, but EMNRD may consider them if benefit from these projects will carry over into wildland objectives.

EMNRD will give higher priority to projects that enhance local governmental entities' capabilities to safely respond to and manage wildland fires in medium/high risk areas (as identified in the New Mexico Forest Action Plan) through the response of their rural/volunteer fire departments, focusing on the wildland objectives described above. EMNRD may also give consideration to structural fire objectives showcasing a regional benefit, although this will be given a lower priority.

II. VFA Eligibility

Eligible Applicants are municipalities, counties, and tribes that service rural communities with less than 10,000 people and who can provide 10% cost-share match. Each Application must include a narrative of the proposed project's wildland objective and how this project will benefit these communities and their ability to respond to wildfires in medium/high risk areas. Applicants who follow the National Incident Management System – Incident Command System (NIMS ICS) in day-to-day operations will receive higher scores.

EMNRD will place a strong emphasis on wildland personal protective equipment and firefighting equipment. Items with an individual cost greater than \$5,000 are considered capital outlay and are not eligible for funding.

All-terrain vehicles and utility-terrain vehicles are NOT eligible for funding.

III. VFA Agreements and Cost-Sharing

Each VFA recipient must provide a cost-share of 10 percent. In-kind contributions are accepted by VFA program guidelines at a general rate of \$23.56 per hour. All projects must be completed by December 31, 2021. Federal funds cannot be used as the 10 percent match. The VFA recipient is required to use state or local funds for the required match.

IV. Uses of VFA Grant

The primary focus of VFA funding is to strengthen a local government's capability to organize and respond to wildland fire. Examples include but are not limited to:

- projects that provide for the purchase of wildland fire equipment;
- funding fire prevention projects that reduce the number of human caused fires and protect the public. Possible prevention projects include defensible space workshops, development of a debris burning permit system, or adoption of wildland urban-interface ordinances; or
- hiring of a wildland coordinator to work with departments to set up wildland fire training, track wildland fire qualifications, and develop interagency agreements such as the New Mexico Resource Mobilization Plan.

VFA cost-share rates may vary depending on allotted funding from the Forest Service. The maximum grant amount for equipment projects is \$20,000.00 and the maximum grant amount for prevention and organizational projects is \$24,999.00.

V. Criteria and Contract Award

The Division shall rate Applications based on the criteria contained in the Eligibility Checklist (Exhibit 2) and Project Application Evaluation form (Exhibit 3). Successful applicants shall enter into either a Grant Award Agreement (Exhibit 4), or Governmental Services Agreement (Exhibit 5), depending on project type, for the expenditure of the VFA funds.

All applicants shall also complete the Financial Capability Questionnaire (Exhibit 6), per Office of Management and Budget 2 C.F.R. 200. The Forest Service requires the Division to have each applicant complete Exhibit 6 to be eligible for funding consideration.

Applications may be funded whole or in part dependent upon the total number of applications received and the rank of each individual application.

Non-tribal applicants must be 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 must provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website to verify if the Applicant's fiscal agent's (county or municipality) audits are available online at <http://www.saonm.org/home> for the three prior fiscal years through the most current audit cycle. Applicants whose fiscal agent's audits are not available at the State Auditor's website may be disqualified.

VI. Response Contents and Due Date

Applicants shall submit the scanned application packet to Robert Brown, EMNRD, Forestry Division Program Coordinator by 5 p.m. MST, Monday, November 16, 2020 via PDF at robert.brown@state.nm.us. Application packets may not be mailed, hand delivered, or faxed. No responses will be accepted after the stated date and time.

Note: Exhibits 2, 3, 4, and 5 provided as examples only; Applicants do not need to fill in or return Exhibits 2, 3, 4, or 5.

Exhibit 1
Assistance (VFA) Grant Application
Federal Fiscal Year 2021

Fiscal Agent Applicant Name (Municipality, County, or Tribe): 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: Cheryl.simpson@quayco nty-nm.gov	
Fiscal Agent Federal Tax Identification Number: 05-1336105			
Fiscal Agent State Identification Number (CRS): 10-508801-004			
Fiscal Agent DUNS#: 05-1336105 (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 16, 17, 18, 19, and 20 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.			
Please indicate if the audits for your fiscal agent (county or municipality) are available online at the State of New Mexico Auditor's website.			
Fiscal Year 2016	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2017	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2018	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2019	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Fiscal Year 2020	YES	<input checked="" type="checkbox"/>	NO <input type="checkbox"/>
If you indicated NO to any of the above, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application.			
Fire Department Mailing Address: PO Box 725 Tucumcari, NM 88401		Contact Person: Chief John Hinze	
Cell Phone:(575)403-7682	Fax:	E-mail: pastorjohn@fbctuc.com	

Grant Amount Requested	\$17849.79
Local Government Match	\$1983.31
Total Project Costs	\$19833.10
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 Insurance Service Office (ISO)?	
ISO Class 5	For how long? Since 2015
5. Does your fire department respond to and manage wildland fires in medium/high risk areas (as identified in the New Mexico Forest Action Plan)?	
Yes <input checked="" type="checkbox"/> 2 of the 6 High risk and 1 of the 6 Medium risk areas are within our fire district. No <input type="checkbox"/>	
6. Is your fire department adjacent to federal land? (Check one)	
Yes <input checked="" type="checkbox"/> BLM has land within our district and within districts of dept we have mutual aid with. No <input type="checkbox"/>	
7. Does your fire department use NIMS (ICS) in day-to-day operations?	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
8. 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: Kyle Sahd	
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
9. If you answered yes to question 6, Check (✓) agency below.	
Bureau of Land Management <input checked="" 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 type="checkbox"/>
10. Wildland fire training? (indicate number of people who have completed each course)	
Basic wildland training (S-130, S-190)? 7	Advanced wildland training (S-205, S-290)? 0
11. How many engines does your fire department have?	

Wildland? 5		Structural? 4	
12. Project description, objectives and benefits - PLEASE DETAIL YOUR PROJECT ON A SEPARATE SHEET OF PAPER ATTACHED TO THIS APPLICATION			
13. 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	\$ 17849.79	\$ 1983.31	\$ 19833.10
14. 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"/>
15. Did you receive a VFA Award in Calendar Year 2018/2019?	Yes	<input type="checkbox"/>	No <input checked="" type="checkbox"/>
16. 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/DEPARTMENT REPRESENTATIVE
Name: Cheryl Simpson	Name: John Hinze
Title: Finance Director, Quay County	Title: Chief
Mailing Address: PO Box 1246 Tucumcari, NM 88401	Mailing Address: PO Box 725 Tucumcari, NM 88401
Telephone: (575)461-2112	Work Telephone:
	Cellular Number: (575)403-7682
Fax: (575)461-6208	Fax:
Email: Cheryl.simpson@quaycounty-nm.gov	E-mail: pastorjohn@fbctuc.com
Other Contact Information:	Other Contact Information:

This application for VFA funding is hereby approved for submittal.


 Signature of Authorized Local Government Representative

Franklin McCasland
 Print Name

Chairman
 Title

 Date Application Submitted

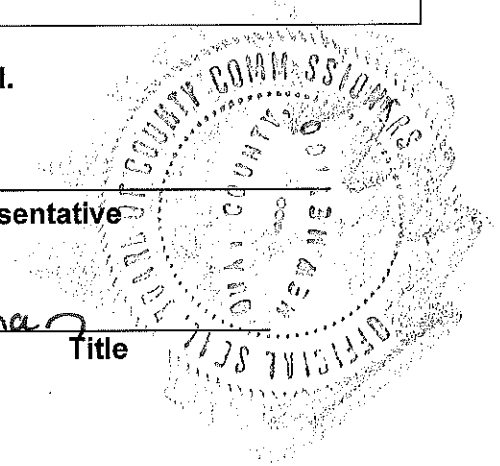


Exhibit 2
Federal Eligibility Checklist
Pre-Award
(EMNRD – Forestry Division Use Only)

Applicant Name:		Reviewer Name:				
Project Name:		Date:				
Determination:	<input type="checkbox"/> Subrecipient	<input type="checkbox"/> Contractor				
<p>Only applicants who receive a "Yes" answer for each of the items listed below will be considered to receive federal funds in the form of a subaward. Only applicants who receive a "Yes" answer for each of the items listed below with an asterisk will be considered to receive federal funds in the form of a contract.</p>						
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	*The Forestry Division has determined the applicant qualifies as a subrecipient or contractor using the Subrecipient-Contractor Determination Checklist.
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant has an active registration in SAM. (Applicant must be registered in SAM using a valid DUNS number and must maintain an active SAM registration annually.)
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant has an active DUNS number in the System for Award Management (SAM) and that the applicant name matches the registered DUNS number.
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	*The Forestry Division has confirmed the applicant is not suspended or debarred using SAM to determine exclusions. (Pursuant to 2 C.F.R. Part 180, provisions restrict Federal awards, subawards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Forestry Division reviewer must attach a hard copy of the record to this checklist to document eligibility.)
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant is in compliance with federal and state audit requirements. (Applicant must have a Certification, Agreed Upon Procedures or Single Audit on file with OSA and must be in compliance from the three prior fiscal years through the most current audit cycle.)
						Applicants may be acting in both capacities. Use the checklist by determination, answering the questions as they pertain to the potential subaward or contract in question. A contractor will receive an "NA" for checklist questions that do not have an asterisk.

Exhibit 3
2021 VFA Project Application Evaluation Form
(EMNRD – Forestry Division Use Only)

			Date:
Applicant (Local Government)		Fire Department	
Forestry Division District		Reviewer Name/Agency	
Eligibility: (Project Application must meet the following to be rated.)			
Yes	No		
<input type="checkbox"/>	<input type="checkbox"/>	Applicant must serve a community less than 10,000 people.	
<input type="checkbox"/>	<input type="checkbox"/>	Agreement with EMNRD, Forestry Division for Cooperative Wildland Fire Suppression and Resource Mobilization.	
Applicant (Fire Department) Description Score: (Maximum: 40 points)			
Yes	No		
<input type="checkbox"/>	<input type="checkbox"/>	Fire department's Insurance Service Office classification better than the minimum (Class 10). (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Adjacent to a wildland/urban interface medium/high-risk community. (10 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Participates on Initial attack of wildland fires in medium/high risk areas and sends reports to Forestry Division. (10 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Participates in basic (5 points) and advanced (5 points) wildland fire training. (10 points total)	
<input type="checkbox"/>	<input type="checkbox"/>	Meets NIMS requirement. (5 points)	
Project Description Score: (Maximum: 40 points)			
Yes	No		
<input type="checkbox"/>	<input type="checkbox"/>	Emphasize wildland fire objectives that would strengthen wildland fire organizational capability. (10 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Emphasize wildland fire prevention (credit for wildland equipment – structural equipment purchases can be used as applicant match). (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Emphasize projects that have a regional or multi-agency benefit meeting wildland fire objectives. (10 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Requests for wildland fire equipment and wildland fire training will be considered. (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Fire Department need for wildland fire support. (10 points)	
Project Budget Score: (Maximum: 30 points)			
Yes	No		
<input type="checkbox"/>	<input type="checkbox"/>	Proposed budget is realistic and concise. (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Proposed budget is consistent with project objectives that will be successful. (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Budget is complete and identifies total cost by item. (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Appropriate cost share has been identified. (Applicant (local government) must provide 10 percent cost-share. (5 points)	
<input type="checkbox"/>	<input type="checkbox"/>	Has not been awarded the Volunteer Fire Assistant Grant within the last four years. (10 points)	
Maximum points available: 110			
Comments: (Please justify score)			

Exhibit 4

**GRANT AWARD AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT
AND
(INSERT CONTRACTOR NAME)**

THIS AGREEMENT is made and entered into by and between the New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and _____ County for the (enter the name of the fire department receiving the funding, i.e. Sheridan Volunteer Fire Department. Make sure the fire department name inserted here matches the fire department name on the application) (insert fire department acronym).

This Agreement is entered by EMNRD's authority at NMSA 1978, §§ 68-2-6 and 68-2-8 and is subject to all federal legislation, regulations, and policies applicable to the U.S. Department of Agriculture, National Fire Plan - Volunteer Fire Assistance Program (VFA).

The parties mutually agree:

1. Scope of Work: (Insert fire department acronym) shall purchase Personal Protection Equipment (PPE) or Fire Fighting Equipment (FFE) pertaining to wildland firefighting and shall comply with 2 C.F.R. § 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

(If Awardee is determined to be high risk, retain clause below and remove this instruction. If Awardee is not high risk, delete clause below and delete this instruction.)

If _____ County has received written notification from EMNRD that it considers the County to be a high risk entity through the audit criteria set forth in 2 C.F.R. § 200.514 through 200.520 because of (insert description of issue – receiving an audit exception for procurement issues, failure to follow County procurement procedures, etc.). Because of this designation, _____ County shall comply with the additional specific conditions outlined in Section 4, Grant Award Provisions.

A. (Insert fire department acronym) may purchase the PPE or FFE directly from any supplier. Firefighting boots and individual items with a cost greater than \$5,000.00 are not eligible for purchase under this Agreement.

B. Communications equipment (portable and handheld radios) is eligible for purchase under this Agreement. All communications equipment (insert fire department acronym) purchases must be "Project 25" compliant (a national standard for communications equipment) and field programmable. No individual radio can cost more than \$5,000.00.

2. Compensation:

A. EMNRD shall reimburse (insert fire department acronym) 90% of items purchased only upon receipt of one detailed and certified statement evidencing purchase of and payment for equipment purchased under this Agreement along with copies of supplier invoices.

B. VFA grant award to (insert fire department acronym) shall be:

Amount of Grant: \$ _____
Local Match: \$ _____
Total Budget: \$ _____

C. To be eligible for cost sharing, (insert fire department acronym) shall purchase all equipment and supplies after the Agreement's effective date and no later than December 1, 2020. (Insert fire department acronym) must submit to EMNRD one Reimbursement Form (Attachment 1), including copies of purchase orders, invoices, and cancelled checks in order to be eligible for reimbursement, no later than December 15, 2020.

3. Auditing Procedures: Expenditures made under this Agreement are regulated by the Office of Management and Budget Federal Circular 2 C.F.R. 200 *et seq.*

A. Equipment – Equipment (insert fire department acronym) acquires under this Agreement shall be subject to audit by EMNRD and shall be managed, used, and disposed of in accordance with 2 C.F.R. 200.33 (Attachment 2) and 2 C.F.R. 200.313. Title to the equipment vests in _____ County.

B. Supplies – Supplies (insert fire department acronym) acquires under this Agreement that exceed \$100.00 per item shall be subject to audit by EMNRD pursuant to 2 C.F.R. 200.94 (Attachment 2) and 2 C.F.R. 200.314. Title to the supplies vests in _____ County.

C. Financial Records – _____ County's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government auditing requirements, including subawards pursuant to 2 C.F.R. Part 200.92 (Attachment 2) and Cost Principles for State, Local, and Indian Tribal Governments pursuant to 2 C.F.R. .400 and parts thereof, and in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. _____ County shall retain these records for six years after the date specified below in Section 5, Term.

4. Grant Award Provisions:

A. This VFA grant is awarded on the basis of information provided in (insert fire department acronym)'s application submitted for VFA funding in federal Fiscal Year 2020. _____ County shall comply with all applicable

provisions of U.S. Department of Agriculture, Forest Service, Grant No.

_____, Federal Fiscal Year _____ and Grant No. _____, Federal Fiscal Year _____ Cooperative Forestry Assistance Award. The Division shall provide _____ County with a copy of the grant with the Notice to Proceed.

B. _____ County assures that it has legal authority to receive monies for purposes intended hereby and the ability and intention to finance its share of the costs of the PPE or FFE.

(If Awardee is determined to be high risk, include the paragraph below. If Awardee is not high risk, delete the paragraph below and delete this instruction.)

C. Pursuant to 2 C.F.R. § 200.514 through 200.520, EMNRD considers _____ County to be a high risk entity and (insert fire department acronym) must provide EMNRD all quotes, contracts, or bids related to items being procured under this Agreement prior to purchasing the items. (Insert fire department acronym) shall take no action until EMNRD approves the purchase(s) in writing prior to procuring items through this Agreement. If (insert fire department acronym) fails to comply with this condition, EMNRD will not reimburse _____ County for reimbursable items purchased under this Agreement. Failure to comply with this condition may limit _____ County's ability to apply for future funding.

5. Term: This Agreement becomes effective when executed by an authorized representative of _____ County and of EMNRD and when the Department of Finance and Administration encumbers funds for this Agreement. It shall terminate on December 31, 2020.

6. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

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

8. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Agriculture, Forest Service granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to _____ County. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by _____ County.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

_____ COUNTY

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title

Attachment 1

Reimbursement Form	
Date:	
Volunteer Fire Department (VFD) Name:	
Fiscal Agent Name:	
VFD Representative Name:	
Fiscal Agent Address:	
SHARE Number:	
Reimbursement Request Number:	
Grant Amount Expended:	
Local Match: (This amount must be at least 10% of grant amount.)	
Total Amount Expended: (Total + Grant Amount + Local Match)	
Signature:	
Printed Name and Title:	
Must also attach the required purchase orders, invoices, and cancelled checks	
Return this page and all required documentation to:	Robert Brown State of New Mexico Energy, Minerals and Natural Resources Department Forestry Division 1220 St. Francis Dr. Santa Fe, New Mexico 87505

Attachment 2

Source - Electronic Code of Federal Regulations: www.ecfr.gov

Code of Federal Regulations

Title 2: Grants and Agreements

Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart A: Acronyms and Definitions

§200.33 Equipment.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

§200.92 Subaward.

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

§200.94 Supplies.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO, ENERGY, MINERALS AND
NATURAL RESOURCES DEPARTMENT
AND
CONTRACTOR**

THIS AGREEMENT is made and entered into by and between the State of New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) and *(Insert Contractor name. Remove this instruction.)* (Contractor).

THE PARTIES MUTUALLY AGREE:

1. Scope of Work: Contractor shall:

(Insert description of work. Remove this instruction.)

Contractor shall also provide brief written progress reports to EMNRD on a *(weekly, bi-weekly, monthly, quarterly, annual, with each request for payment/reimbursement or some other time frame)* basis. *(All contracts must have reporting requirements, or the program manager must justify the lack of reports in a written memo to the file for auditing purposes.)*

2. Compensation: *(For paragraph A, select option 1, 2, 3, or 4)*

Option 1: Work Product. If you choose this option, remove this Option 1 heading and remove the optional Paragraph As below.

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed _____ (\$ _____), including New Mexico gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

(Insert deliverables/payment schedule here. Remove this instruction)

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein or the amounts state per task. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later

than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Option 2: Lump Sum Amount Upon Completion of All Work. If you choose this option, remove Paragraph B of this Compensation Section as well and re-letter successive paragraphs accordingly. Remove the paragraph above it. Remove this Option 2 heading.

A. Upon satisfactory completion of services, EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed _____ (\$ _____), which amount includes New Mexico gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

Option 3: Time and Materials. If you choose this option, remove this Option 3 heading and the paragraphs above it.

A. EMNRD shall pay Contractor for services rendered and amount not to exceed _____ (\$ _____) per (hour, day, week, month), such compensation not to exceed _____ (\$ _____) in total, which amount includes gross receipts taxes and travel as shown in Paragraphs B and C of this Compensation Section. EMNRD shall reimburse Contractor for the cost of materials necessary under this Agreement for an amount not to exceed _____ (\$ _____). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID. Payment shall not relieve the Contractor of any unperformed obligations under the Scope of Work.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. *(Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time*

and attendance sheets.) If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

Option 4: Advance of Funds. If you choose this option, remove all the previous choices. Remove this Option 4 heading.

A. Within XX days following this Agreement's effective date, EMNRD shall transfer to Contractor _____ (\$ _____), which shall include New Mexico Governmental Gross Receipts Taxes, for completion of the Tasks described in the Scope of Work above. Payment shall not relieve Contractor of any unperformed obligations under the Scope of Work.

B. Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

3. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on *(Insert date)* unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature *(option - and insert name of federal funding agency)* granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

Option: If Contractor is another state agency, revise this section to reflect Contractor is not an EMNRD employee. Remove this instruction.)

6. Status of Contractor: Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Contractor in relation to a subcontract if Contractor does not obtain prior written approval.

Option: Include A, B, and C if you are using federal funds for the work of this contract. Remove this instruction.

A. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement of subcontractors conducted pursuant to this Agreement.

B. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.

Option: Include subparagraph below if subcontractor will be reimbursed for travel expenses. Remove instruction.

D. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. Merger: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

A. Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA and the State Auditor (*and insert name of federal funding agency*). Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement (*and costs and expenses related to this Agreement for which exception is under consideration by insert name of federal funding agency or any authorized representative*) and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

Option: Are you using federal funds to pay for this contract? If yes, you must make a determination whether your provider is a subrecipient or a contractor. If you determine your provider is a subrecipient, you need to include the following paragraph in your contract. If you determine your provider is a contractor, the requirements do not apply and you will remove this this paragraph. Delete this instruction.

B. If Contractor receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. In order to comply with state audit requirements, Contractors shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Contractor shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. Liability: Neither party shall be responsible for liability incurred as a result

of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as EMNRD directs. *(Option: If federal funding is involved include the following statement. Otherwise remove it and this instruction) All property acquired by the Contractor or procured under this Agreement shall be used and disposed of in accordance with [insert federal funding agency's name] regulations governing disposal of property.*

21. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

(insert position title and address of project manager)

Assistant General Counsel
EMNRD – Office of the Secretary
1220 S. St. Francis Drive
Santa Fe, NM 87505

To the Contractor:

(insert name, address and e-mail)

To Risk Management Division:

Risk Management Division
General Services Department

P.O. Drawer 26100
Santa Fe, NM 87502-0110

24. Authority: If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

Option: Include the following if acknowledgment required. If not, remove this section and renumber successive accordingly. Remove this instruction.

25. Acknowledgment: Contractor shall acknowledge EMNRD (option - and insert name of federal funding agency) as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the project.

26. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

27. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

28. Compliance with Law and Funding Source Conditions:

A. Contractor shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

(If you are using federal funds to pay for the work of this agreement, the following clauses must be included. If you are using non-federal funding, delete the clauses and this instruction.)

B. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

C. Contractor and Contractor's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Contractor shall not award subcontracts to parties listed on the

governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

E. If applicable, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

F. If the value of this Agreement exceeds \$100,000, Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

G. If this Agreement is valued at more than \$150,000, Contractor shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

Option: If agreement is with a state agency do not include the following provision because all state agencies are covered by Risk Management Division. Remove this Section (and this instruction) and renumber successive sections accordingly. If agreement is with a county, municipality, state university or public school, determine whether it has insurance coverage. If it does, keep the following. If the county, municipality, state university or public school does not have coverage, discuss the situation with legal as to how it should be addressed. Remove these instructions.

29. Insurance Coverage: Contractor shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee

CONTRACTOR NAME

By: _____ Date: _____
Authorized Representative Signature

Printed Name and Title



If you have not had an audit completed in the last two years, please submit a copy of your most recent tax forms (990 for non-profits). If you do not have a current tax form, please explain:

ACCOUNTING SYSTEM

14. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?

☐ Yes ☐ No

15. If yes, provide name and address of Agency performing review:

Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

16. Which of the following best describes your accounting system:

☐ Manual ☐ Automated ☐ Combination

17. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☐ Yes ☐ No ☐ Not Sure

18. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☐ Yes ☐ No ☐ Not Sure

19. Does the accounting system provide for the recording of cost sharing or match for each grant? Can you ensure that documentation is available to support recorded match or cost share?

☐ Yes ☐ No ☐ Not Sure

20. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☐ Yes ☐ No ☐ Not Sure

21. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?

☐ Yes ☐ No ☐ Not Sure

22. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

☐ Yes ☐ No ☐ Not Sure

23. Is your organization generally familiar with the existing regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☐ Yes ☐ No ☐ Not Sure

FUNDS MANAGEMENT

24. Is a separate bank account maintained for Federal grant funds?

☐ Yes ☐ No

25. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?

☐ Yes ☐ No

**PROPERTY STANDARDS, PROCUREMENT STANDARDS,
AND TRAVEL POLICIES****PROPERTY STANDARDS**

26. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

☐ Yes ☐ No ☐ Not Sure



27. Does your property management system(s) provide for a physical inventory and reconciliation of property at least every two years?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
28. Does your property management system(s) provide controls to insure safeguards against loss, damage or theft of the property?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
PROCUREMENT STANDARDS	
29. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
30. Does your procurement system provide for the conduct to ensure selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
31. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? www.sam.gov	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
32. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), and policies under the Federal Acquisition Regulations at 48 CFR 31.205- 46(a)?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
SUBRECIPIENT MANAGEMENT	
33. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved.	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
INDIRECT COSTS	
34. My organization has an established indirect cost rate	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
35. If my organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, you understand that you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency for approval. Alternatively, you may use a de minimus rate of 10% of modified total direct costs (MTDC).	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	
Title:	



USDA Forest Service

OMB 0596-0217
FX-1500-22

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Conservancy Fire District #1

Fy21 VFA Project Description

With the opening of the fiscal year 2021 Volunteer Fire Assistance Grant, Conservancy Fire District #1 is attaching this project description to outline what this department would like to purchase if awarded this grant.

Conservancy Fire District #1 is an all-volunteer fire department that serves unincorporated population of nearly 1600 residents within a county that has only 9000. Our agency's response area is roughly 294 square miles and ranges from the city limits of Tucumcari to the flats on the northern edge of the Quay Valley to the mesas of Palomas and Montoya. We cover stretches of I-40, US 54 and Union Pacific Rail line, with thousands of people and millions of tons of goods passing thru the district. The department routinely runs 90-120 calls a year with almost 50% of call originating from the 28 mile stretch of Interstate 40. With a significant number of those calls being vegetation fires started along the interstate.

Within our district is Bureau of Land Management, private, and New Mexico State lands. All departments in our county we have signed mutual aid agreement in place. And many of our neighboring departments have the same make up of land owners.

Conservancy Fire District #1 is applying to purchase Personal Protective Equipment for 14 of our department members. This will include dual certified NFPA 1951 Utility and NFPA 1977 Wildlands coats and pants. In addition to the Wildland gear the department will utilize the grant to purchase 14 pairs of NFPA 1977 certified wildland boots.

The objective of this project is to ensure the best protection and the safety of our department members while operating on the fire ground. We at Conservancy Fire District #1 know the importance of the proper use of PPE. We also want to do as much as humanly possible to know that our members have the best protection that we can provide them. With the addition of these PPE items we will have the piece of mind knowing that our department members are issued some of the best gear on the market.

The benefits of funding this grant application would be that it would ensure that the first responders of Conservancy Fire District #1 would be protected by PPE that was sized to specifically fit the individual and not just a generic size or a one size fits all concept. In regards to the wildland boots, fire department members would be better protected by having boots that were issued to them that are wildland rated and not just using member provided footwear.

Conservancy Fire District #1 Proposed PPE Purchase

Item	Quantity	Cost/Item	Total Cost
Lion Versa Pro Plus Coat Tan	14	\$432.35	\$ 6,052.90
Lion Verso Pro Plus Pants Tan	14	\$509.30	\$ 7,130.20
Globe Men's Quad Cert Wildland Boot	12	\$475.00	\$ 5,700.00
Globe Women's Quad Cert Wildland Boot	2	\$475.00	\$ 950.00
Total Proposed Project Cost			\$ 19,833.10

Grant Amount Request	\$ 17,849.79
Local Government Match	\$ 1,983.31
Total Project Cost	\$ 19,833.10

QUAY COUNTY DETENTION CENTER

POLICY AND PROCEDURE

NARCAN DETAINEE PROGRAM

Narcan / Naloxone

1. POLICY:

It is the policy of the Quay County Detention Center (QCDC) to provide opioid overdose education in compliance with NMSA Section 33-2-51 to detainees who have been determined to have an opioid use disorder by available screening tools and practices of QCDC.

2. PROCEDURE: MAINTAINING AND IMPLEMENTING DETAINEE NALOXONE PROGRAM

Training:

Quay County will provide three (3) individuals for the training of the Naloxone program;

- 1) Detention Administrator or Designee, will complete the Training for Trainers course. The Administrator's role in the program will be oversight and assistance in training for community members.
- 2) Detention Center Training Lieutenant, will complete the Training for Trainers course. The Training Lieutenant's, role in the program will be to train the security/support staff on the Naloxone program. It will be the responsibility of the Training Lieutenant to provide training to security/support staff at least annually and document the training in the training records.
- 3) Detention Center medical liaison, will complete the Training for Trainers course. The case medical liaison role in the program will be to train/educate all detention center detainees. The Case Manager will be responsible for providing the training as well as documenting the training in the Detainee files.

Education to Detainees:

- 1) During the classification process, QCDC will inquire of the detainee if the detainee has used opiates in the past, the last time opiates were consumed and if the detainee has ever overdosed on a narcotic. All detainees will be notified that QCDC offers opioid overdose education upon request of the detainee whether or not the detainee admits to using opioids in the past.
- 2) If a detainee has used opiates in the past, has overdosed on a narcotic in the past, or has otherwise requested opioid overdose education, QCDC will ensure that such detainee is provided with opioid overdose education that:
 - a. That explains the causes of an opioid overdose;
 - b. Instructs when and how to administer an opioid antagonist and life-saving rescue techniques;
 - c. Explains how to contact appropriate emergency medical services.

Distribution of Naloxone

- 1) Detainees who have been determined to have an opioid use disorder by available screening tools and practices of QCDC, will be provided two (2) units of Naloxone to such detainee upon release from QCDC to the community as funding and supplies permit.
- 2) Upon release to the community, the releasing officer will have the detainee complete the Narcan training acknowledgement form. The form will reflect that the detainee was provided with Naloxone and if prompt care services are needed to call 911 or go to the nearest emergency room.
- 3) The releasing officer will be responsible for providing the Naloxone to the detainee during the release process after notification of their eligibility. The packet will consist of the Naloxone and Naloxone informational pamphlet.

Data Collection:

- 1) It will be the responsibility of the medical liaison to maintain an excel spreadsheet for data collection. The medical liaison will work with detention staff on communicating which detainees are at risk of opiate addiction/ overdose.
- 2) The medical liaison will be responsible for weekly inventory of the Naloxone and the duty of ordering more.
- 3) The detention staff will be responsible for daily inventory of the Naloxone.

Storage:

- 1) It will be the Responsibility of Medical liaison to ensure proper storage and temperature regulation in the medical offices. Naloxone will be kept separate from other medications. Naloxone shall be stored in a sealed storage unit.


Detention Administrator

Christopher Birch


Date

Contract No.	<u>D18121 CAP 19-20</u>
Vendor No.	<u>54395</u>
Control No.	<u>L400438</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This **First Amendment** is to the Agreement entered into between the **New Mexico Department of Transportation** (Department) and the **Quay County** (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18121**, on **July 25, 2019**; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the State Transportation Commission approved the Project changes on **May 22, 2019**

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2021**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.

In Witness Whereof, each party is signing this Agreement on the date stated opposite that party's signature.

New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Richard D. Pearce

Date: 12-2-2020

Name: Richard Pearce

Title: Manager

ATTEST:

By: Elle Rutledge
County Clerk

Date: 12-2-2020



Contract No.	D18124	SB 19-20
Vendor No.	54395	
Control No.	L400445	

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18124**, on **July 25, 2019**; and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the State Transportation Commission approved the Project changes on **May 22, 2019**

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New Mexico Department of Transportation

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Richard D. Primrose

Date: 12-2-2020

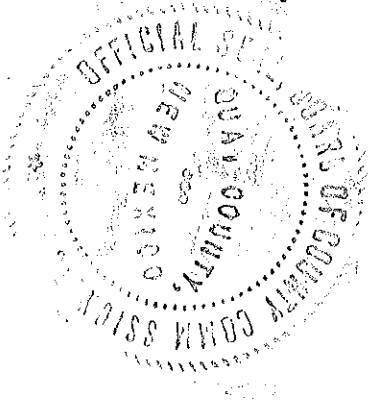
Name: Richard Primrose

Title: Manager

ATTEST:

By: Elle L. White
County Clerk

Date: 12-2-2020



Contract No.	<u>D18119 SP 19-20</u>
Vendor No.	<u>54395</u>
Control No.	<u>L400431</u>

**FIRST AMENDMENT TO
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

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RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. **D18119**, on **July 25, 2019**; and,

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By: _____
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Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Quay County

By: Richard D. Pearce

Date: 12-2-2020

Name: Richard Pearce

Title: Manager

ATTEST:

By: Ellen L. White
County Clerk

Date: 12-2-2020



DATE/20	NAME	ROAD BLADED	BLOCKS	MILES	ADDITIONAL WORK TO ROAD/COMMENTS
10/8/2020	TONY	QUAY ROAD AR	6200-6300	1.00	
	TONY	QUAY ROAD 64	4000-4100	1.00	
	TONY	QUAY ROAD AO	6500-6550	0.50	
10/13/2020	TONY	QUAY ROAD 92	1800-2100	3.00	
	TONY	QUAY ROAD R	8500-8700	2.00	
10/15/20	TONY	QUAY ROAD S	8500-8700	2.00	
	TONY	QUAY ROAD Q	8750-9000	1.81	
	TONY	QUAY ROAD R	8600-8750	1.50	
10/19/20	DONALD	QUAY ROAD AR	6200-6300	1.00	
	DONALD	QUAY ROAD 62.9	4300-4325	0.25	
	DONALD	QUAY ROAD 62.9			PATCH POTHOLES
	DONALD	QUAY ROAD 63			PATCH POTHOLES
10/20/20	LARRY/KENNY	QUAY ROAD AF	6000-6300		FILLED POTHOLES
	LARRY/KENNY	QUAY ROAD 63	3600-3700		FILLED POTHOLES
	TONY	QUAY ROAD Y	7750-7800	0.50	
	TONY	QUAY ROAD Y	7650-7700	0.50	
	TONY	QUAY ROAD 78	2500-2675	1.81	
	TONY	QUAY ROAD AF	7620-7800	1.80	
10/22/20	TONY	QUAY ROAD AL.4	6400-6450	0.50	
	TONY	QUAY ROAD 67	2900-3100	2.00	
10/28/20	TONY	QUAY ROAD AR	6300-6700	4.00	
	TONY	QUAY ROAD 63	4100-4500	4.00	
	TONY	QUAY ROAD 63	4100-4300	2.00	
	TONY	QUAY ROAD AI	6300-6700	4.00	
		TOTAL		35.17	