



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
April 12, 2021

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session March 22, 2021

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Clinton D. Harden, QC Representative**
 - Discussion of **Legislative Update**
 - Request Approval of **Professional Services Contract with Clinton D. Harden and Associates**
- II. C. Renee Hayoz, Presbyterian Medical Services Administrator**
 - Presentation of **Monthly RPHCA Reports**
- III. Andrea Shafer, Quay County DWI Coordinator Administrator**
 - Request Approval of **DWI 3rd Quarterly Report**
- IV. Lucas Bugg, Quay County Fire Marshal**
 - Request Approval of **FY 2022 Fire Fund Protection Applications**
- V. Cheryl Simpson, Quay County Finance Director**
 - Request Approval of **3rd Quarter DWI Financial Report**
 - Request Approval of **FY21 Audit Contract with Carr, Riggs & Ingram LLC**
 - Request Approval of **FY2020-2021 Resolution No. 27 – Budget Increase for Rural Fire 1**
 - Request Approval of **FY2020-2021 Resolution No. 28 – Budget Increase for Emergency Management**
- VI. Larry Moore, Quay County Road Superintendent**
 - **Road Update**



DOC #CM-00507

04/26/2021 02:24 PM Doc Type: COCOM

Fee: (No FieldTag Finance.TotalFees found)

Quay County, NM

Ellen White - County Clerk, County Cle

Pages: 45



- VII. Richard Primrose, Quay County Manager**
- Request Approval of **Resolution No. 29 – EPCOG Participation**
 - **Correspondence**
- VIII. Request Approval of Accounts Payable**
- IX. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners**
- X. Request for Closed Executive Session**
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- XI. 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

April 12, 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 12th day of April, 2021 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
Robert Lopez, Member
Jerri Rush, Member
Ellen L. White, County Clerk
Richard Primrose, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Daniel Zamora, Quay County Emergency Manager (County Manager effective 4/17/21)
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Clinton Harden and Kathy Elliot of Clinton Harden and Associates
Andrea Shafer, Quay County DWI Coordinator
Lucas Bugg, Quay County Fire Marshall
C. Renee Hayoz, Presbyterian Medical Services, Administrator
Ron Warnick, Quay County Sun
Various other Quay County staff were in attendance briefly to recognize outgoing County Manager, Richard Primrose

Chairman McCasland presented Richard Primrose with a plaque from Quay County, recognizing his 14 years of service to Quay County Government and the citizens. Primrose was given a standing ovation from those in attendance.

Chairman McCasland called the meeting to order. Lucas Bugg led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the minutes from the March 22, 2021 regular session as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the Agenda as presented. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Public Comments: Ellen White, County Clerk, invited everyone to support a fundraiser on Saturday, April 17 for fallen State Police Officer Dairon Jarrot. Flyers were distributed.

NEW BUSINESS:

Clinton Harden and Kathy Elliot, Lobbyist for Quay County, presented an overview of the 2021 Legislative Session. Harden expressed frustration over the Covid Safe Practices requiring all interested parties to participate via Zoom. Harden and Elliot gave information regarding HB #4 and other pertinent bills brought forth during the session. Elliot reported out of 807 pieces of legislation drafted, 140 Bills were signed and 18 vetoed.

Harden summarized the Session stating the nature of the zoom environment created obstacles for him and his staff in representing the entities. Harden said the voice of the people was not heard during the entire session.

Primrose presented a Professional Services Contract between Quay County and Clinton D. Harden & Associates. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Contract. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". A copy is attached to these minutes.

C. Renee Hayoz, Presbyterian Medical Services Administrator, presented the monthly RPHCA Program Report for the month of March.

Hayoz reported the clinic administered 155 doses of Covid19 vaccinations at the clinic held last Friday. They have 70 slots open for this Thursday. Hayoz said they will soon begin receiving vaccine from the federal stock and this will free up the demand on the state vaccine and make it more available for other facilities.

Hayoz stated the Clinic will start advertising for a full time Medical Assistant. Hayoz also stated the Contract with the County expires this year and their legal team will be drafting an updated Contract to present later this year.

Chairman McCasland thanked Hayoz and her team for leading Quay County from the start in vaccinating our citizens.

Andrea Shafer, Quay County DWI Coordinator presented the 3rd Quarter Report for the time period of January through March, 2021. A copy is attached. Shafer stated the DWI Office is sending inspirational messages and quotes by mail to their clients. Shafer said this effort is due to the high number of suicides in our County this past year.

Lucas Bugg, Quay County Fire Marshall requested approval of the FY 2022 Fire Fund Protection Applications from all the Departments. The amount requested is based on each Departments ISO ratings and number of stations and administration. Amounts requested are the minimum and they are likely to receive more than requested. A MOTION was made by Robert Lopez, SECONDED by Franklin McCasland to approve the Application. MOTION carried with Lopez voting "aye", McCasland voting "aye" and Rush "Abstained" due to her membership on a Department. Copies are attached.

Cheryl Simpson, Quay County Finance Director, presented the following items:

- Request Approval of 3rd Quarter DWI Financial Report. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Report. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

- Request Approval of FY21 Audit Contract with Carr, Riggs & Ingram LLC. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Contract. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”.
- Request Approval of FY2020-2021 Resolution No. 27 – Budget Increase for Rural Fire 1. This increase is the result of the VFGA for Personal Protective Equipment. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Resolution. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”.
- Request Approval of FY2020-2021 Resolution No. 28 – Budget Increase for Emergency Management. This increase is the result of the 2020 SHSGP Grant for Cyber Security Equipment. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Resolution. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”.

Copies of documents approved at the request of Simpson are attached and made a part of these minutes.

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

1. Bridge 1042 Project Feasibility Forms have been submitted for possible Grant Funding. The project is estimated at \$5,587,428.19. The funding will be awarded by summer.
2. Work continues on Quay Road O near San Jon with 3 & 7/10ths miles completed.
3. Cold mix will still be purchased from a dealer in Amarillo as crews continued to fill potholes throughout the County.
4. Blade Reports were distributed.

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

1. Resolution No. 29; Approving Participation in the Programs of the Eastern Plains Council of Governments for the Fiscal Year 2021-2022. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the Resolution and to designate Daniel Zamora as the County Representative with Jerri Rush as the alternate member. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”. A copy is attached.
2. Letters have been sent to livestock producers in Quay County regarding donations being accepted to assist with the USDA Predator Control Program.
3. Primrose thanked everyone for their support and friendships for the past 14 years during his stint as County Manager.

Commissioners thanked Primrose for the fantastic job and his accomplishments as County Manager.

A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending April 8, 2021. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”.

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: Commissioner Lopez stated his father was recently airlifted to an Albuquerque facility and received an invoice from the Care Flight in the amount of \$117,000.00. Lopez encouraged the County to continue to pursue an agreement with the Care Flight Services.

Chairman McCasland requested a ten-minute recess. Time noted 10:25 a.m.
Return to regular session. Time noted 10:35 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to go into Executive Session pursuant to the following item(s):

- Section 10-15-1(H)7 for Threatened or Pending Litigation.

MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Time noted 10:37 a.m.

---Executive Session---

Return to regular session. Time noted 11:35 a.m.

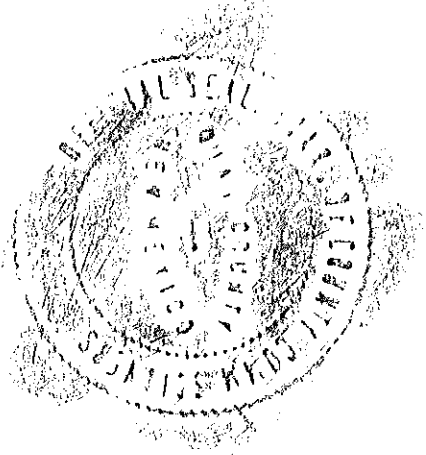
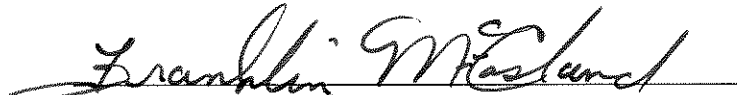
A MOTION was made by Jerri Rush, SECONDED by Robert Lopez that only the items listed above were discussed in Executive Session. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye".

Chairman McCasland stated there is no action as a result of Executive Session.


There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 11:40 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS



Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



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

PROFESSIONAL SERVICES CONTRACT

This contract is hereby made and entered into by and between Quay COUNTY (hereinafter COUNTY") and CLINTON D HARDEN & ASSOCIATES (hereinafter "CDH") on 4/12/2021.

WHEREAS, COUNTY has found it necessary and desirable to retain an individual or firm to provide government relation services as further described below; and

WHEREAS, COUNTY desires to hire CDH to provide said services; and

WHEREAS, CDH desires to provide such services under the terms and conditions of this professional services contract.

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. SCOPE OF WORK: CLINTON D HARDEN & ASSOCIATES shall:

- A. Represent COUNTY interests from July 1, 2021 to June 30, 2022 including during the Regular Session of the 2022 New Mexico State Legislature, any Special Sessions which may occur and during the Interim Process.
- B. Design and implement a campaign directed towards key state legislators, administration leadership and staff on the important issues facing QUAY COUNTY including those issues adopted by the New Mexico Counties, when those issues are supported by the COUNTY.
- C. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by COUNTY for infrastructure improvements including but not limited to Detention Center, Dispatch, DWI and Roads.
- D. Represent COUNTY at public hearings, committee meetings and/or meetings with government officials. Present and defend County's proposed projects, scopes of work, budgets and

assist in preparing handout materials, if appropriate, for review by interested parties.

- E. Regularly consult with County Manager concerning any action directed by the COUNTY. Action shall be deemed authorized by the COUNTY pursuant to this contract. The COUNTY may change their designee with a majority vote of the commissioners.

2. TERMS: This contract shall be effective from July 1, 2021 through June 30, 2022 unless otherwise terminated, pursuant to the termination provision herein. This contract shall not be effective until approved and signed by the COUNTY designees. At a mutual desire of the parties, this contract may be extended beyond the termination date.

3. COMPENSATION: COUNTY shall pay CDH as follows for the work performed under this contract:

- A. A total sum of Twelve Thousand dollars (\$12,000.00. plus New Mexico Gross Receipts tax.) The COUNTY will make payments in 12 installments of One Thousand Dollars (\$1,000.00), plus New Mexico gross receipts tax on each installment date.

- B. The first installment shall be due on July 01, 2021, subsequent installments due on the 1st of each month.

- C. CLINTON D HARDEN & ASSOCIATES will also be reimbursed for any necessary expenses which are approved in advance by the COUNTY designees.

- D. In the event that the contract is terminated, the annual fee should be prorated to the date of termination.

4. TERMINATION:

- A. QUAY COUNTY may, with or without cause, terminate this contract. COUNTY shall have the right to terminate this contract due to any action or publicity about CLINTON D HARDEN & ASSOCIATES, where the COUNTY determines, in their sole discretion, that the actions or publicity discredits, embarrasses or puts the County in a bad light. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt requested) to CDH. If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service if notice is hand-delivered, the notice period will begin to run as of the date of delivery to Clint Harden, agent of Clinton D Harden & Associates at their place of business, located at 1348 CR H, Clovis, New Mexico 88101

B. CLINTON D HARDEN & ASSOCIATES may terminate this contract if the COUNTY is in default in the performance of any material term, condition or covenant of this agreement and if County does not cure the default within twenty (20) business days after notice, or, if the default is of such nature that it cannot be cured completely within the twenty (20) business day period. If CLINTON D HARDEN & ASSOCIATES exercises its right of termination under this paragraph, this contract shall terminate sixty (60) days following the date written notice of termination is given, as completely as if it were the date definitely fixed for the expiration of this contract. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt) to COUNTY (Attention: County Designee).

If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service. If notice is hand-delivered, the notice period will begin to run as of the date of delivery to the office of the County Designee.

C. In no event shall termination nullify obligations of either party prior to the effective date of the termination.

5. STATUS: CLINTON D HARDEN & ASSOCIATES is a New Mexico LLC, CDH acknowledges that it is an independent contractor and as such neither it, nor its employees, agents or representatives shall be considered employees or agents of QUAY COUNTY nor shall CDH be eligible to accrue sick leave, retirement benefits, or any other benefits provided County employees. CDH will provide legislative, administrative and executive advocacy on behalf of County.
6. SUBCONTRACTING: CDH shall not subcontract any portion of the services to be performed under this contract, without the prior written approval of COUNTY.
7. ASSIGNMENT: CDH shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contract without the prior written approval of COUNTY.
8. UPDATES: CDH agrees that it will provide Bi-Weekly updates during the legislative and/or special session when applicable. CDH will provide written reports on interim activity Quarterly.
9. INDEMNIFICATION: CLINTON D HARDEN & ASSOCIATES agrees to indemnify and hold harmless COUNTY, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from negligent or reckless performance under this contract unless specifically exempted by New Mexico law. CDH further agrees to indemnify and hold COUNTY harmless from all claims for personal injury or death sustained by CDH, its employees, agents or other representatives while engaged in the performance of this contract.

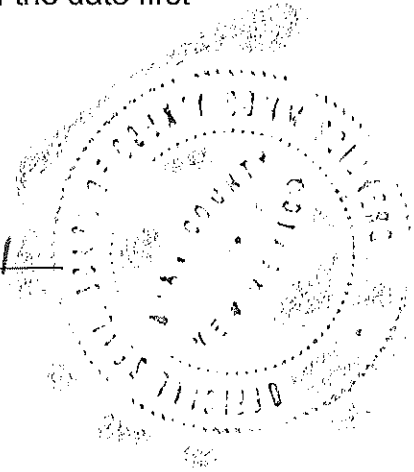
10. RELEASE: CDH agrees that upon contract termination date and COUNTY adherence to payment plan it releases COUNTY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
11. NON-AGENCY: CLINTON D HARDEN & ASSOCIATES agrees not to purport to bind County to any obligation not assumed herein by COUNTY, unless CLINTON D HARDEN & ASSOCIATES has express written approval and then only within the limits of that expressed authority.
12. CONFLICT OF INTEREST: CLINTON D HARDEN & ASSOCIATES warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
13. NON-DISCRIMINATION: CLINTON D HARDEN & ASSOCIATES agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
14. ENTIRE CONTRACT: This contract represents the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.
15. AMENDMENT: This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
16. APPLICABLE LAW: This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations of COUNTY. Venue for any dispute arising from this contract shall be the District Court located in QUAY COUNTY.
17. ATTORNEY'S FEES: Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.
18. ACKNOWLEDGEMENTS: CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. CLINTON D HARDEN & ASSOCIATES also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

19. WORK PRODUCT: All work and work product produced under this contract shall be and remain the exclusive property of QUAY COUNTY, and CLINTON D HARDEN & ASSOCIATES shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to QUAY COUNTY.

IN WITNESS HEREOF, the parties have executed this agreement as of the date first written above.

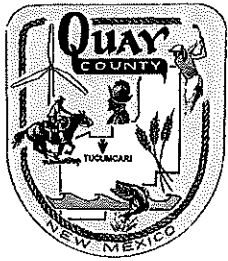
QUAY COUNTY

By: Franklin McCasland 4/12/21
Franklin McCasland, Commission Chairman Date



CLINTON D HARDEN & ASSOCIATES LLC

By: Clinton D. Harden 4/12/21
CLINTON D HARDEN Date
LEAD CONSULTANT



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

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 - C. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by COUNTY for infrastructure improvements including but not limited to Detention Center, Dispatch, DWI and Roads.
 - D. Represent COUNTY at public hearings, committee meetings and/or meetings with government officials. Present and defend County's proposed projects, scopes of work, budgets and

assist in preparing handout materials, if appropriate, for review by interested parties.

- E. Regularly consult with County Manager concerning any action directed by the COUNTY. Action shall be deemed authorized by the COUNTY pursuant to this contract. The COUNTY may change their designee with a majority vote of the commissioners.
2. TERMS: This contract shall be effective from July 1, 2021 through June 30, 2022 unless otherwise terminated, pursuant to the termination provision herein. This contract shall not be effective until approved and signed by the COUNTY designees. At a mutual desire of the parties, this contract may be extended beyond the termination date.
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- A. A total sum of Twelve Thousand dollars (\$12,000.00, plus New Mexico Gross Receipts tax.) The COUNTY will make payments in 12 installments of One Thousand Dollars (\$1,000.00), plus New Mexico gross receipts tax on each installment date.
 - B. The first installment shall be due on July 01, 2021, subsequent installments due on the 1st of each month.
 - C. CLINTON D HARDEN & ASSOCIATES will also be reimbursed for any necessary expenses which are approved in advance by the COUNTY designees.
 - D. In the event that the contract is terminated, the annual fee should be prorated to the date of termination.
4. TERMINATION:
- A. QUAY COUNTY may, with or without cause, terminate this contract. COUNTY shall have the right to terminate this contract due to any action or publicity about CLINTON D HARDEN & ASSOCIATES, where the COUNTY determines, in their sole discretion, that the actions or publicity discredits, embarrasses or puts the County in a bad light. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt requested) to CDH. If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service if notice is hand-delivered, the notice period will begin to run as of the date of delivery to Clint Harden, agent of Clinton D Harden & Associates at their place of business, located at 1348 CR H, Clovis, New Mexico 88101

B. CLINTON D HARDEN & ASSOCIATES may terminate this contract if the COUNTY is in default in the performance of any material term, condition or covenant of this agreement and if County does not cure the default within twenty (20) business days after notice, or, if the default is of such nature that it cannot be cured completely within the twenty (20) business day period. If CLINTON D HARDEN & ASSOCIATES exercises its right of termination under this paragraph, this contract shall terminate sixty (60) days following the date written notice of termination is given, as completely as if it were the date definitely fixed for the expiration of this contract. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt) to COUNTY (Attention: County Designee).

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6. SUBCONTRACTING: CDH shall not subcontract any portion of the services to be performed under this contract, without the prior written approval of COUNTY.
7. ASSIGNMENT: CDH shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contract without the prior written approval of COUNTY.
8. UPDATES: CDH agrees that it will provide Bi-Weekly updates during the legislative and/or special session when applicable. CDH will provide written reports on interim activity Quarterly.
9. INDEMNIFICATION: CLINTON D HARDEN & ASSOCIATES agrees to indemnify and hold harmless COUNTY, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from negligent or reckless performance under this contract unless specifically exempted by New Mexico law. CDH further agrees to indemnify and hold COUNTY harmless from all claims for personal injury or death sustained by CDH, its employees, agents or other representatives while engaged in the performance of this contract.

10. RELEASE: CDH agrees that upon contract termination date and COUNTY adherence to payment plan it releases COUNTY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.
11. NON-AGENCY: CLINTON D HARDEN & ASSOCIATES agrees not to purport to bind County to any obligation not assumed herein by COUNTY, unless CLINTON D HARDEN & ASSOCIATES has express written approval and then only within the limits of that expressed authority.
12. CONFLICT OF INTEREST: CLINTON D HARDEN & ASSOCIATES warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this contract.
13. NON-DISCRIMINATION: CLINTON D HARDEN & ASSOCIATES agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
14. ENTIRE CONTRACT: This contract represents the entire agreement of the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this contract.
15. AMENDMENT: This contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by both parties.
16. APPLICABLE LAW: This contract shall be governed by the Laws of the State of New Mexico and the ordinances, resolutions, rules and regulations of COUNTY. Venue for any dispute arising from this contract shall be the District Court located in QUAY COUNTY.
17. ATTORNEY'S FEES: Should either party to this contract be obligated to seek enforcement of the terms of this contract through a court of law, the breaching party as determined by any judge or special master shall be responsible for all court costs and reasonable attorney's fees incurred by the non-breaching party as a result of the breach of this agreement.
18. ACKNOWLEDGEMENTS: CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware of the Procurement code, Sections 13-1-28 through 13-1-199, NMSA (1978), as amended, imposes civil and criminal penalties for its violation. CLINTON D HARDEN & ASSOCIATES also agrees to comply with the requirements and guidelines of the New Mexico Lobbyist Registration Act. In addition, CLINTON D HARDEN & ASSOCIATES acknowledges that it is aware that New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kick-backs.

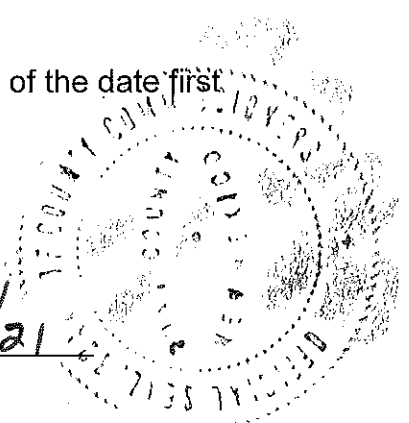
19. WORK PRODUCT: All work and work product produced under this contract shall be and remain the exclusive property of QUAY COUNTY, and CLINTON D HARDEN & ASSOCIATES shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization) any work and work product produced under the contract, other than to QUAY COUNTY.

IN WITNESS HEREOF, the parties have executed this agreement as of the date first written above.

QUAY COUNTY

By: Franklin McCasland
Franklin McCasland, Commission Chairman

4/12/21
Date



CLINTON D HARDEN & ASSOCIATES LLC

By: Clinton D Harden
CLINTON D HARDEN
LEAD CONSULTANT

4/12/21
Date

FY 2020-2021 Resolution No. 29
RESOLUTION AND AGREEMENT
OF
QUAY COUNTY

APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2021-2022

WHEREAS the County of Quay (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG"):

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

- a. Implement the work program as established by the EPCOG Board of Directors for the **2021-2022 Fiscal Year** including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$2,216.00 as annual membership dues as payment for the aforementioned services for the period beginning July 1, 2021 and ending June 30, 2022.
- c. The MEMBER hereby appoints Daniel Zamora as their designated representative and Seri Bush as alternate.

NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:

Ellen White
Clerk or other Authorized Official

MEMBER GOVERNMENT

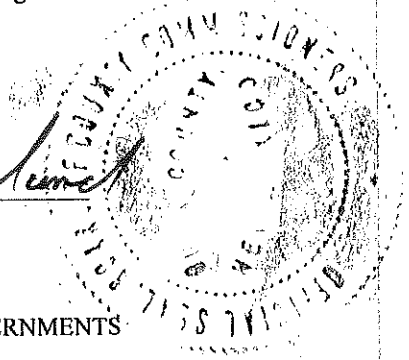
Franklin McEachern
Signature of Authorized Official

ATTESTATION:

Mary Gray
Mary Gray, Executive Assistant

EASTERN PLAINS COUNCIL OF GOVERNMENTS

Sandy Chancey
Sandy Chancey, Executive Director



Contract No.

STATE OF NEW MEXICO AUDIT CONTRACT

Quay County

hereinafter referred to as the "Agency," and

Carr, Riggs & Ingram, LLC

hereinafter referred to as the "Contractor," agree:

As required by the Audit Rule, Section 2.2.2.1 NMAC *et seq.*, Contractor agrees to, and shall, inform the Agency of any restriction placed on Contractor by the Office of the State Auditor pursuant to Section 2.2.2.8 NMAC, and whether the Contractor is eligible to enter into this Contract despite the restriction.

1. SCOPE OF WORK (Include in Paragraph 25 any expansion of scope)

- A. The Contractor shall conduct a financial and compliance audit of the Agency for Fiscal Year **2021** in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, the Audit Act, Sections 12-6-1 through 12-6-15, NMSA 1978, and the Audit Rule (Section 2.2.2.1 NMAC *et seq.*).

2. DELIVERY AND REPRODUCTION

- A. In order to meet the delivery terms of this Contract, the Contractor shall deliver the documents required by Section 2.2.2.9 NMAC to the State Auditor on or before the deadline set forth for the Agency in Section 2.2.2.9 NMAC.
- B. Reports delivered electronically by 5:00 p.m. of the Agency's due date will be considered received by the due date for purposes of Section 2.2.2.9 NMAC. Unfinished or excessively deficient reports will not satisfy this requirement; such reports will be rejected and returned to the Contractor and the State Auditor may take action in accordance with Section 2.2.2.13 NMAC. If the State Auditor does not receive copies of the management representation letter and the completed Report Review Guide with the audit report or prior to delivery of the audit report, the State Auditor will not consider the report submitted to the State Auditor.
- C. As soon as the Contractor becomes aware that circumstances exist that will make the Agency's audit report late, the Contractor shall immediately provide written notification of the situation to the State Auditor in accordance with Section 2.2.2.9 NMAC.
- D. Pursuant to Section 2.2.2.10 NMAC, the Contractor shall prepare a written and dated engagement letter that identifies the specific responsibilities of the Contractor and the Agency.
- E. After its review of the audit report pursuant to Section 2.2.2.13 NMAC, the State Auditor shall authorize the Contractor to print and submit the final audit report. Within five business days after the date of the authorization to print and submit the final audit report, the Contractor shall provide the State Auditor an electronic version of the audit report, in PDF format, and the electronic copy of the Excel version of the Summary of Findings Form, and any other required schedule (if applicable). After the State Auditor officially releases the audit report by issuance of a release letter, the Contractor shall deliver **3** copies of the audit report to the Agency. The Agency or Contractor shall ensure that every member of the Agency's governing authority shall receive a copy of the report.

3. COMPENSATION

- A. The total amount payable by the Agency to the Contractor under this Contract shall not exceed **\$43,749.00** including applicable gross receipts tax.
- B. Contractor agrees not to, and shall not, perform any services in furtherance of this Contract prior to approval by the State Auditor. Contractor acknowledges and agrees that it will not be entitled to payment or compensation for any services performed by Contractor pursuant to this Contract prior to approval by the State Auditor.
- C. Total Compensation will consist of the following:

SERVICES	AMOUNTS
----------	---------

(1) Financial statement audit	\$36,230.00
(2) Federal single audit	\$0.00
(3) Financial statement preparation	\$4,325.00
(4) Other nonaudit services, such as depreciation schedule updates	\$0.00
(5) Other (i.e., component units, specifically identified)	\$0.00

Gross Receipts Tax = **\$3,194.00**Total Compensation = **\$43,749.00** including applicable gross receipts tax

D. The Agency shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Contract and invoiced by the Contractor. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below.

E. The State Auditor may authorize progress payments to the Contractor by the Agency; pursuant to Section 2.2.2.8(M)(3) NMAC; provided that the authorization is based upon evidence of the percentage of audit work completed as of the date of the request for partial payment. If requested by the State Auditor, the Agency shall provide a copy of the progress billings. Final payment for services rendered by the Contractor shall not be made until a determination and written finding is made by the State Auditor in the release letter that the audit has been made in a competent manner in accordance with the provisions of this Contract and applicable rules of the State Auditor.

4. **TERM.** Unless terminated pursuant to Paragraphs 5 or 19, this Contract shall terminate one calendar year after the latest date on which it is signed.

5. **TERMINATION, BREACH AND REMEDIES**

A. This Contract may be terminated:

1. By either party without cause, upon written notice delivered to the other party and the State Auditor at least ten (10) days prior to the intended date of termination.
2. By either party, immediately upon written notice delivered to the other party and the State Auditor, if a material breach of any of the terms of this Contract occurs. Unjustified failure to deliver the report in accordance with Paragraph 2 shall constitute a material breach of this Contract.
3. By the Agency pursuant to Paragraph 19, immediately upon written notice to the Contractor and the State Auditor.
4. By the State Auditor, immediately upon written notice to the Contractor and the Agency after determining that the audit has been unduly delayed, or for any other reason.

B. By termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If the Agency or the State Auditor terminates this Contract, the Contractor shall be entitled to compensation for work performed prior to termination in the amount of earned, but not yet paid, progress payments, if any, that the State Auditor has authorized to the extent required by Paragraph 3(E). If the Contractor terminates this Contract for any reason other than Agency's breach of this Contract, the Contractor shall repay to the Agency the full amount of any progress payments for work performed under the terms of this Contract.

C. Pursuant to Section 2.2.2.8 NMAC, the State Auditor may disqualify the Contractor from eligibility to contract for audit services with the State of New Mexico if the Contractor knowingly makes false statements, false assurances or false disclosures under this Contract. The State Auditor on behalf of the Agency or the Agency may bring a civil action for damages or any other relief against a Contractor for a material breach of this Contract.

D. **THE REMEDIES HEREIN ARE NOT EXCLUSIVE, AND NOTHING IN THIS SECTION 5 WAIVES OTHER LEGAL RIGHTS AND REMEDIES OF THE PARTIES.**

6. **STATUS OF CONTRACTOR**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The 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 Agency as a result of this Contract. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed under this Contract unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract.

8. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Agency and the State Auditor. An agreement between the Contractor and a subcontractor to subcontract any portion of the services under this Contract shall be completed on a form prescribed by the State Auditor. The agreement shall be an amendment to this Contract and shall specify the portion of the audit services to be performed by the subcontractor, how the responsibility for the audit will be shared between the Contractor and the subcontractor, the party responsible for signing the audit report and the method by which the subcontractor will be paid. Pursuant to Section 2.2.2.8 NMAC, the Contractor may subcontract only with independent public accounting firms that are on the State Auditor's List of Approved Firms, and that are not otherwise restricted by the State Auditor from entering into such a contract.

9. RECORDS

The Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered during the term of this Contract. The Contractor shall retain the records for a period of at least five (5) years after the date of final payment under this contract. The records shall be subject to inspection by the Agency and the State Auditor. The Agency and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the Agency or the State Auditor on behalf of the Agency to recover excessive or illegal payments.

10. RELEASE

The Contractor, upon receiving final payment of the amounts due under the Contract, releases the State Auditor, the Agency, their respective officers and employees and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Contract. This paragraph does not release the Contractor from any liabilities, claims or obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

All information provided to or developed by the Contractor from any source whatsoever in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor, except in accordance with this Contract or applicable standards, without the prior written approval of the Agency and the State Auditor.

12. PRODUCT OF SERVICES; COPYRIGHT AND REPORT USE

Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. The Agency and the State Auditor may post an audited financial statement on their respective websites once it is publicly released by the State Auditor. For District Courts and District Attorneys only, the contractor agrees that the Financial Control Division of the Department of Finance and Administration (DFA) is free to use the audited financial statements in the statewide Comprehensive Annual Financial Report and that the Contractor's audit report may be relied upon during the audit of the statewide Comprehensive Annual Financial Report, if applicable. However, DFA should not provide to any third party, other than the Comprehensive Annual Financial Report auditor, the District Courts' or District Attorneys' draft audit reports or their opinion letters or findings.

13. CONFLICT OF INTEREST

The Contractor represents and warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Each of the Contractor and the Agency certifies that it has followed the requirements of the Governmental Conduct Act, Section 10-16-1, *et seq.*, NMSA 1978, regarding contracting with a public officer, state employee or former state employee, as required by the applicable professional standards.

14. INDEPENDENCE

The Contractor represents and warrants its personal, external and organizational independence from the Agency in accordance with the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Section 2.2.2.8 NMAC. The Contractor shall immediately notify the State Auditor and the Agency in writing if any impairment to the Contractor's independence occurs or may occur during the period of this Contract.

15. AMENDMENT

This Contract shall not be altered, changed or amended except by prior written agreement of the parties and with the prior written approval of the State Auditor. Any amendments to this Contract shall comply with the Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.

16. MERGER

This Contract supersedes all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract. Contractor and Agency shall enter into and execute an engagement letter pursuant to Section 2.2.2.10 NMAC, consistent with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (GAGAS). The engagement letter and any associated documentation included with or referenced in the engagement letter shall not be interpreted to amend this Contract. Conflicts between the engagement letter and this Contract are governed by this Contract, and shall be resolved accordingly.

17. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract. By execution of this Contract, Contractor irrevocably consents to the exclusive personal jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising from or related to this Contract.

18. AGENCY BOOKS AND RECORDS

The Agency is responsible for maintaining control of all books and records at all times and the Contractor shall not remove any books and records from the Agency's possession for any reason.

19. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the legislature or the Agency's governing body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature or the Agency's governing body, this Contract shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. This section of the Contract does not supersede the Agency's requirement to have an annual audit pursuant to Section 12-6-3(A) NMSA 1978.

20. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for certain violations. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

21. EQUAL OPPORTUNITY COMPLIANCE

The Contractor shall abide by all federal and state laws, 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, rules, regulations and orders, the Contractor assures that no person in the United States shall, on the grounds of race, age, religion, color, national origin, ancestry, sex, 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 Contract. If the Contractor is found not to be in compliance with these requirements during the life of this Contract, the Contractor shall take appropriate steps to correct these deficiencies.

22. WORKING PAPERS

A. The Contractor shall retain its working papers of the Agency's audit conducted pursuant to this Contract for a period of at least five (5) years after the date shown on the opinion letter of the audit report, or longer if requested by the federal cognizant agency for audit, oversight agency for audit, pass through-entity or the State Auditor. The State Auditor shall have access to the working papers at the State Auditor's discretion. When requested by the State Auditor, the Contractor shall deliver the original or clear, legible copies of all working papers to the requesting entity.

B. The Contractor should follow the guidance of AU-C 210 A.27 to A.31 and AU-C 510 .A3 to .A11 in communications with the predecessor auditor and to obtain information from the predecessor auditor's audit documentation.

23. DESIGNATED ON-SITE STAFF

The Contractor's on-site individual auditor responsible for supervision of work and completion of the audit is Alan D. "AJ" Bowers, Jr. The Contractor shall notify the Agency and the State Auditor in writing of any changes in staff assigned to perform the audit.

24. INVALID TERM OR CONDITION

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected.

25. OTHER PROVISIONS

SIGNATURE PAGE

This Contract is made effective as of the date of the latest signature.

AGENCYQuay CountyCONTRACTORCarr, Riggs & Ingram, LLCPRINTED
NAME:Franklin McCaslandPRINTED
NAME:

SIGNATURE:

Franklin McCasland

SIGNATURE:

TITLE:

Commission Chair

TITLE:

DATE:

April 12, 2021

DATE:

State Auditor Contract No. 21 - 5020

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 27**

Authorization of Budgetary Increase to **Rural I Fire Department (407)**

WHEREAS, at meeting of the Board of Quay County Commissioners on April 12, 2021 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase;

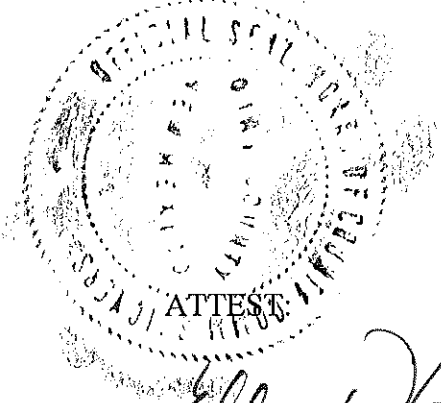
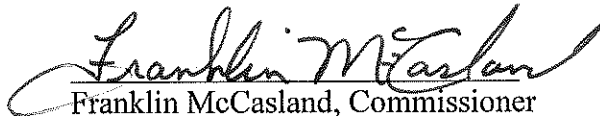
**State Fund 20900
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
20900-0001-47699 Federal – Other		\$ 17,850.00
20900-3002-56090 Supplies – Safety	\$19,834.00	

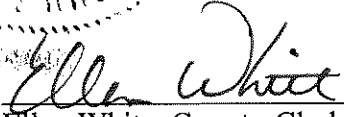
WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **Volunteer Fire Assistance Grant Award to purchase Personal Protective Equipment**

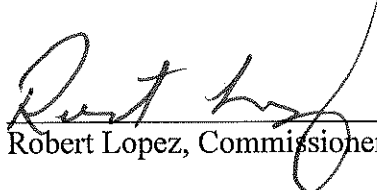
NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

DONE at Tucumcari, County of Quay, New Mexico this 12th day of April, 2021.



Franklin McCasland, Commissioner


Jerri Rush, Commissioner


Ellen White, County Clerk


Robert Lopez, Commissioner

**QUAY COUNTY
FISCAL YEAR 2020-2021
RESOLUTION No. 28**

Authorization of Budgetary Increase to **Emergency Management Fund (419)**

WHEREAS, at meeting of the Board of Quay County Commissioners on April 12, 2021 the following was among the proceedings;

WHEREAS, the Board of Quay County Commissioners deems it necessary to request this Budgetary Increase;

**State Fund 21800
Budgetary Increase**

	<u>DEBIT</u>	<u>CREDIT</u>
21800-0000-47699 Federal – Other		\$ 50,000.00
20900-2002-58020 Equipment & Machinery	\$50,000.00	

WHEREAS, the above activity was not contemplated at the time the final budget was adopted and approved **2020 SHSGP Grant Award to purchase IT Equipment providing better Cyber Security**

NOW THEREFORE, BE IT RESOLVED that after approval of the Local Government Division of the Department of Finance and Administration, the above Budgetary Adjustments be made.

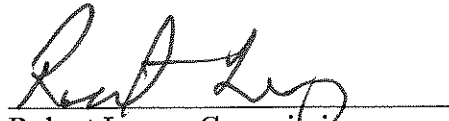
DONE at Tucumcari, County of Quay, New Mexico this 12th day of April, 2021.

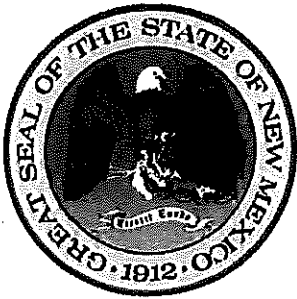


Franklin McCasland, Commissioner


Jerri Rush, Commissioner


Ellen White, County Clerk


Robert Lopez, Commissioner



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY &
EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2020 State Homeland Security Grant Program (SHSGP)
2020 Federal Grant No.: EMW-2020-SS-00127-S01 CFDA No.: 97.067

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMW-2020-SS-0127-S01		Quay County		Quay County	
4. STATE DFA SUPPLIER ID	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE		
54395	85-6000238	051336105	5RFT1		
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
300 S. 3rd St. 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:			
		CONTACT EMAIL ADDRESS:		dhsem.grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		1/1/2021		PERFORMANCE PERIOD END DATE	
				6/30/2022	
13a. SHSGP FEDERAL AWARD			13b. SHSGP TOTAL SUB-RECIPIENT AWARD		
\$ 50,000.00			\$ 50,000.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Cyber			\$ 50,000.00	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
TOTAL AMOUNT OF PROJECTS				\$ 50,000.00	

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: **Bard-Endee**

FIRE DEPARTMENT ADDRESS: **1097 Rt 66**

ISO CLASSIFICATION: **8**

Approved number of Sub Stations is 1

Bard-Endee Station #3	794 SH392	Bard	NM	88411
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Approved number of Main Stations is 2

Bard-Endee	1097 Rt 66	Bard	NM	88411
Bard-Endee Station #2	1097 Route 66/CR93	Bard	NM	88411

Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$123,338.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 156,495.96

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 145,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Department is saving to purchase a Type 4 Wildland unit. Spec's have been submitted to NMSFMO.

Choose File No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021 The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcgovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department.
(Please print legible)

Name

Email

Phone

*1. Donald Adams

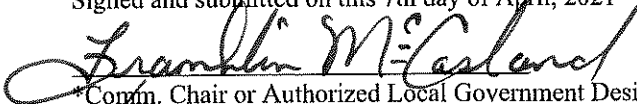
bardendee@yahoo.com

(575)403-7911

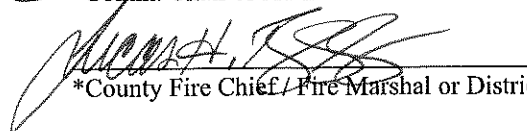
2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 7th day of April, 2021



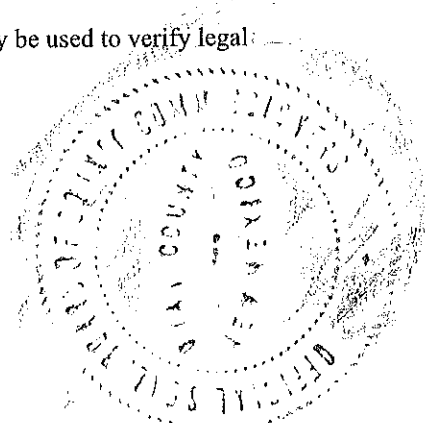
*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

Save Application

Submit Application



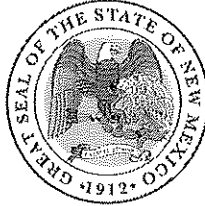
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Conservancy #1

FIRE DEPARTMENT ADDRESS: PO Box 725

ISO CLASSIFICATION: 5

Approved number of Sub Stations is 1

Conservancy #1, Station #2	Quay Rd. AR Quay Rd. AR	Tucumcari/Quay County	NM	88401
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Approved number of Main Stations is 1

Conservancy #1	PO Box 725	Tucumcari	NM	88401
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$84,279.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 97,392.72

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

*

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
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DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Conservancy #2

FIRE DEPARTMENT ADDRESS: 2599 Quay Rd. 51

ISO CLASSIFICATION: 9

Approved number of Sub Stations is 1

Conservancy #2, Station #2	3032 HWY 278	Tucumcari	NM	88120
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Approved number of Main Stations is 1

Conservancy #2	2599 Quay Rd. 51	Grady	NM	88120
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$54,483.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 79,016.02

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 65,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Saving to purchase SCBA's, PPE, and Radios.

Choose File No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021 The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcGovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

Name

Email

Phone

*1. Michelle Farrow
silverfife@gmail.com
(432)559-3430

2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

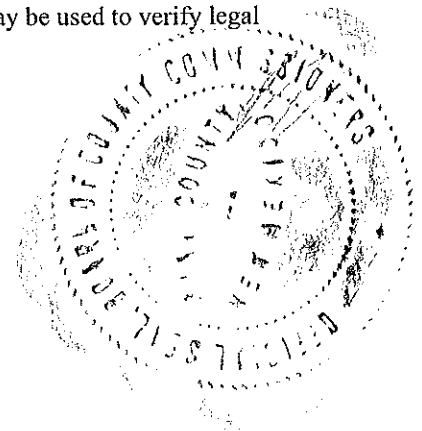
Signed and submitted on this 7th day of April, 2021

*Comm. Chair or Authorized Local Government Designee Electronic Signature

*County Fire Chief / Fire Marshal or District Chief Electronic Signature

Save Application

Submit Application



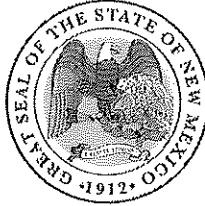
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Conservancy #3

FIRE DEPARTMENT ADDRESS: 6697 Quay Road AD

ISO CLASSIFICATION: 2

Approved number of Sub Stations is 1

Conservancy #3, Station #2	72 Quay Rd.	Tucumcari	NM	88401
----------------------------	-------------	-----------	----	-------

Approved number of Main Stations is 1

Conservancy #3	6697 Quay Road AD	Tucumcari	NM	88401
----------------	-------------------	-----------	----	-------

Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$54,483.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 51,318.97

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 40,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Saving to replace PPE and wildland unit.

Choose File No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021 The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcGovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

Name

Email

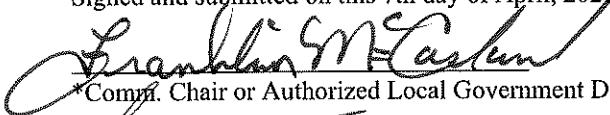
Phone

*1. Beverly Choate
rural3@plateautel.net
(575)403-8017

2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 7th day of April, 2021



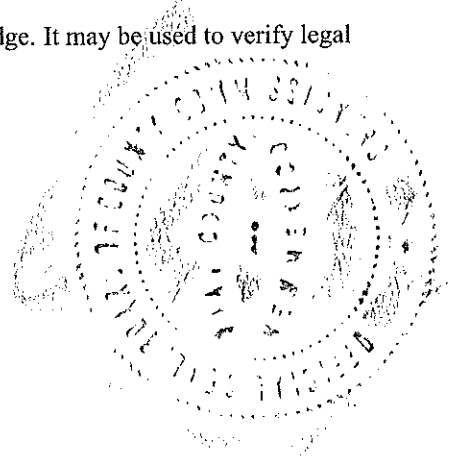
*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

Save Application

Submit Application



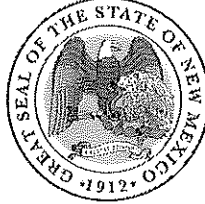
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Forrest

FIRE DEPARTMENT ADDRESS: 3298 Quay Road 37

ISO CLASSIFICATION: 8

Approved number of Sub Stations is 0

Approved number of Main Stations is 1

Forrest	3298 Quay Road 37	Melrose	NM	88124
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is \$52,418.00. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 84,792.38

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 75,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Saving to purchase PPE, Radios, and Medical Equipment.

No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcGovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department.
(Please print legible)

Name

Email

Phone

*1. Randall Rush

rrush649@gmail.com

(517)554-8337

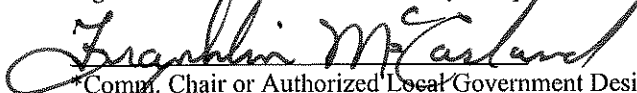
2. Joe Lavender

joegl387@gmail.com

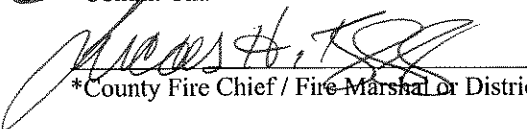
(575)799-4879

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 7th day of April, 2021

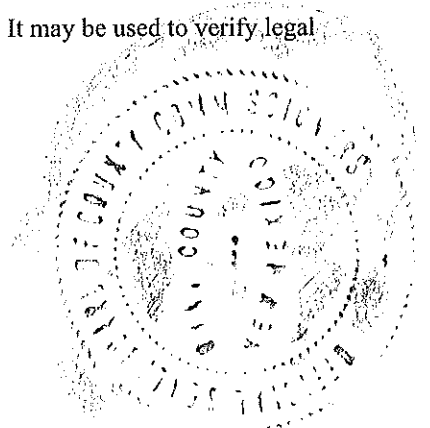


*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

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NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Jordan

FIRE DEPARTMENT ADDRESS: 4073 State Highway 156

ISO CLASSIFICATION: 8

Approved number of Sub Stations is 2

Jordan Station #2	3229 State Hwy 252	Cuervo	NM	88417
Jordan Station #3	3699 Quay Rd.	Cuervo	NM	88417

Approved number of Main Stations is 1

Jordan Station 1	4073 State Highway 156	Cuervo	NM	88417
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is \$89,422.00. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 209,616.74

10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 195,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Department is saving to add an addition on the the Jordan Main Station.

No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021 The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcGovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department. (Please print legible)

Name

Email

Phone

*1. Denese Runyan

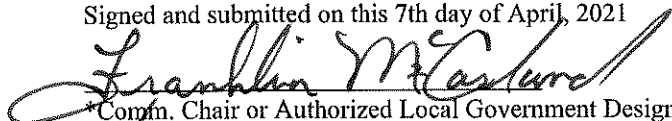
drunyan@plateautel.net

(575)799-0901

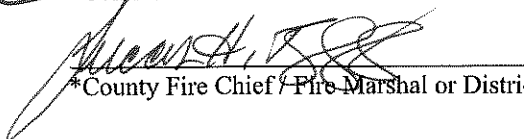
2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

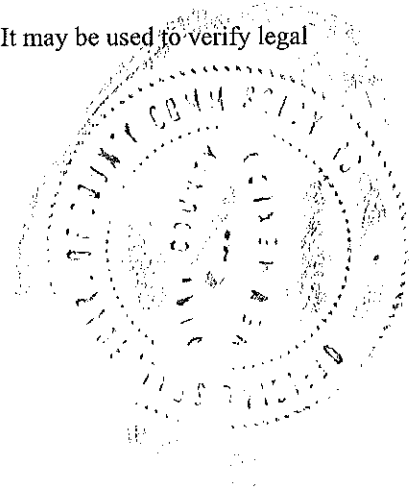
Signed and submitted on this 7th day of April, 2021



*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature



NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN



CHEIF OF STAFF

Jason N. Montoya, P.E.

P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Nara Visa

FIRE DEPARTMENT ADDRESS: 380 Bell St.

ISO CLASSIFICATION: 2

Approved number of Sub Stations is 0

Approved number of Main Stations is 1

Nara Visa	380 Bell St.	Nara Visa	NM	88430
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is \$39,058.00. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 158,469.78

10.25.10.9 ACCUMULATION OF FUNDS:

A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.

B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.

C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 150,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Department has 2 Type 5 Wildland units on order.

No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

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Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department.
(Please print legible)

Name

Email

Phone

*1. Beverly Earle

bandj28@live.com

(575)403-6111

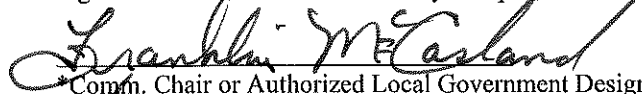
2. Lucas Bugg

lucas.bugg@quaycounty-nm.gov

(575)403-6479

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 7th day of April, 2021

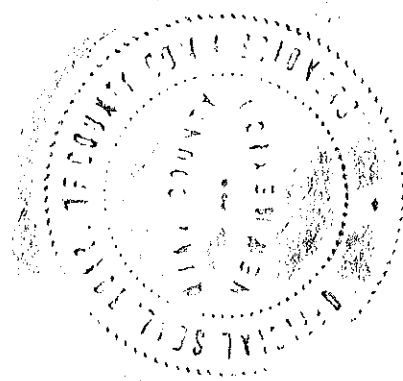


*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

|



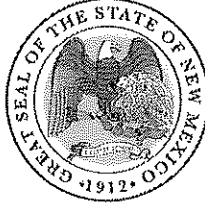
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION

FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Porter

FIRE DEPARTMENT ADDRESS: PO Box 91

ISO CLASSIFICATION: 8

Approved number of Sub Stations is 0

Approved number of Main Stations is 1

Porter	PO Box 91	San Jon	NM	88434
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$52,418.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 315,839.21

10.25.10.9 ACCUMULATION OF FUNDS:

- A. FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.
- B. FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.
- C. If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year, only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 305,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Department currently has a Tender on order.

No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

This Office will continue to offer technical support and training on the proper uses of the NFIRS program. If you have issues with the system or require training you may submit your request via e-mail at georgia.mcGovern@state.nm.us

Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department.
(Please print legible)

Name

Email

Phone

*1. Austin Gibson

austingibson199008@yahoo.com

(575)403-5081

2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

Signed and submitted on this 7th day of April, 2021

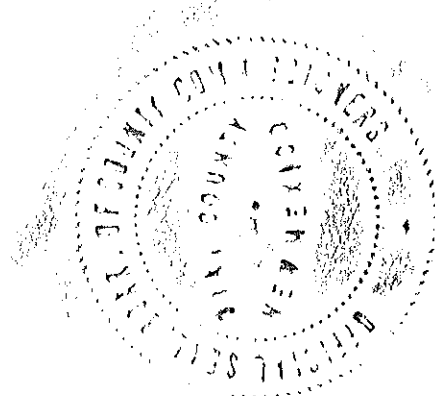


*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

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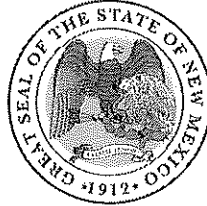
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 CYNTHIA B. HALL
DISTRICT 2 JEFFERSON L. BYRD, VICE CHAIR
DISTRICT 3 JOSEPH M. MAESTAS
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 STEPHEN FISCHMANN

CHEIF OF STAFF

Jason N. Montoya, P.E.



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269
STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION FISCAL YEAR 2022 COUNTY FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

FIRE DEPARTMENT: Quay

FIRE DEPARTMENT ADDRESS: 4314 Quay Road 42

ISO CLASSIFICATION: 8

Approved number of Sub Stations is 0

Approved number of Main Stations is 1

Quay	4314 Quay Road 42	Tucumcari	NM	88401
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Approved number of Admin Buildings is 0

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is \$52,418.00. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 156,312.02

10.25.10.9 ACCUMULATION OF FUNDS:

- FPF funds cannot be accumulated when the money is not required to accomplish the purpose of the Fire Protection Fund Act or any associated rules promulgated by the fire marshal.
- FPF funds may be rolled over to subsequent fiscal years for the purpose of accumulating money to procure items or services for use in the operation, maintenance and betterment of the fire department. A request for authorization to rollover and accumulate FPF funds shall accompany the application to participate in distribution. The request must include a detailed description of the intended use of the accumulated money.
- If the item to be purchased requires rollover and accumulation of FPF funds for more than one-year; only one request and subsequent authorization to accumulate funds is needed. If the item to be purchased changes, a new request for authorization to rollover and accumulate FPF funds shall be submitted to the fire marshal.

Provide anticipated rollover amount *\$ 145,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Department is saving to replace SCBA's and purchase a new Class A pumper.

No file chosen

An official written request for authorization to rollover and accumulate Fire Protection Fund monies shall be submitted to this Office no later than August 31, 2021. The request shall identify the intended purpose and exact amount of money to be rolled over into the FY 2022 balance.

The Fire Service Support Bureau of the State Fire Marshal Division continues to strive toward achieving 100% compliance with the monthly reporting requirements as established in Article 59A-52 the "Fire Marshal Act," Article 59A-53 "The Fire Protection Fund" and NMSA 10.25.10 "The Fire Protection Fund."

State Law, NMSA 10.25.10, requires all fire departments participating in the distribution of the Fire Protection Fund submit a detailed fire report of the departments activity on or before the 10th of each month for the previous months activity.

The Fire Service Support Bureau reviews all reporting activity on a monthly basis to determine compliance with the reporting requirement. When this Office determines that your fire department is out of compliance, the Fire Chief will be notified of the department's status, if your fire department fails to achieve compliance a letter identifying restrictions on the use of the Fire Protection Funds will be forwarded to the head of local government.

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Please provide updated contact information for a minimum of two primary users of the NFIRS program for your department.
(Please print legible)

Name

Email

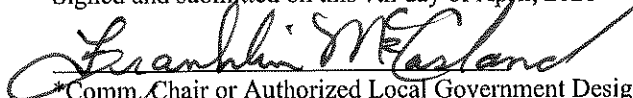
Phone

*1. Paula O'Steen
osteemp2000@yahoo.com
(575)799-7691

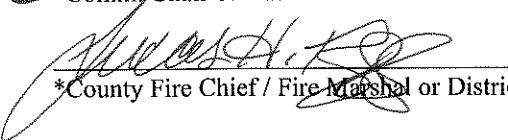
2.

The information contained in this application is true and correct to the best of our knowledge. It may be used to verify legal requirements and is subject to audit.

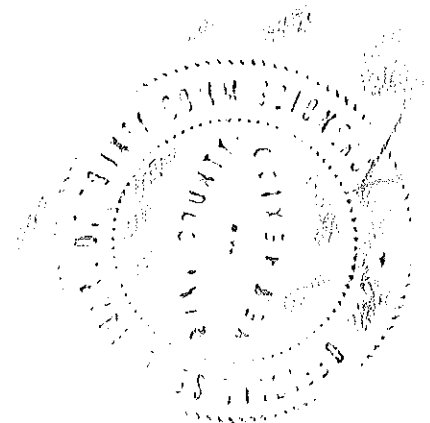
Signed and submitted on this 7th day of April, 2021



*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature



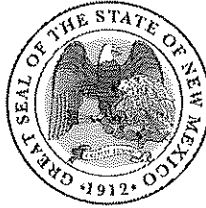
NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

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STATE FIRE MARSHAL DIVISION

John Kondratick, State Fire Marshal
Phone (505) 476-0160
Fax (505) 476-0100

NEW MEXICO STATE FIRE MARSHAL DIVISION

FISCAL YEAR 2022 COUNTY ADMINISTRATIVE FIRE PROTECTION FUND DISTRIBUTION

This application is required to participate in the distribution of the Fire Protection Fund for the 2022 fiscal year.
The application is due in the State Fire Marshal Division on or before April 30, 2021

NAME OF COUNTY: Quay

ADDRESS OF APPROVED FIRE ADMINISTRATION BUILDING: PO Box 1246

ISO FUNDING CLASSIFICATION: 8

If you contend the above ISO Class or station information is incorrect, please attach a list of your claim of main and substations and sign here: _____

No file chosen

The projected minimum amount for fire fund distribution, based on the above information, is **\$52,418.00**. This does not include any additional amounts that may be calculated from growth in the fund.

Provide current balance of the fire department's total Fire Protection Fund account to date: *\$ 109,521.39

10.25.10.9 ACCUMULATION OF FUNDS:

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Provide anticipated rollover amount *\$ 95,000.00 ; include a detailed description of the intended use of the accumulated funds: (attach additional page if needed)

*

Saving to purchase SCBA Compressor and mobile cascade system for use by all Quay County Fire Departments.

No file chosen

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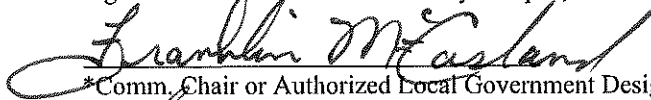
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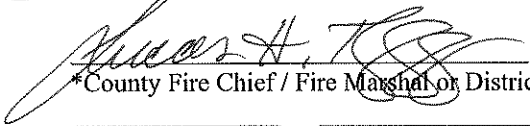
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(Please print legible)

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Signed and submitted on this 7th day of April, 2021



*Comm. Chair or Authorized Local Government Designee Electronic Signature



*County Fire Chief / Fire Marshal or District Chief Electronic Signature

Save Application

Submit Application

