

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
MAY 24, 2021

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 10, 2021

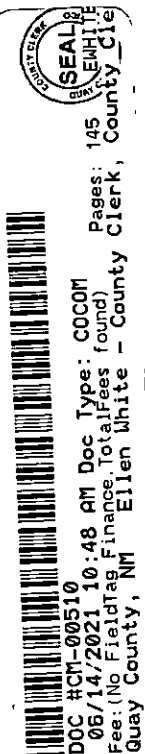
Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

- I. Connie Loveland, Tucumcari Main Street Executive Director**
 - Request Approval of FY 2021-2022 Tucumcari Main Street Financial Support
- II. Cheryl Simpson, Quay County Finance Director**
 - Request for Approval of FY22 Memorandum of Agreement (MOA) Department of Health for Primary Health Care Act (RPHCA) Services
 - Presentation of Acceptance of Award Terms for American Coronavirus Local Fiscal Recovery Fund
 - Request Approval of FY2021-2022 Resolution No. 36 & NMFA Loan Agreement to Purchase Two Fire Trucks – Nara Visa Fire Department
 - Request Approval of FY2021-2022 Preliminary Budget
- III. Larry Moore, Quay County Road Superintendent**
 - Road Update
- IV. Daniel Zamora, , Quay County Manager**
 - Request Approval of the Emergency Management Performance Grant (EMPG) Application
 - Correspondence
- V. Indigent Claims Board**
 - Call Meeting to Order
 - Request Approval of Indigent Minutes for the April 26, 2021 Meeting
 - Review Indigent Claims Prepared by Sheryl Chambers
 - Adjourn



VI. Request Approval of Accounts Payable

VII. Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners

VIII. Request for Closed Executive Session

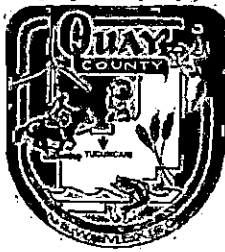
- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters
- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

IX. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced



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(AMENDED)

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REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

May 24, 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 24th day of May, 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
Daniel Zamora, County Manager

OTHERS PRESENT:

Janie Hoffman, Quay County Assessor
Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshal
Richard Primrose, Quay County Consultant
Patsy Gresham, Quay County Treasurer
Connie Loveland, Tucumcari MainStreet Executive Director
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Larry Moore led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Robert Lopez to approve the May 10, 2021 regular session minutes as presented. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”.

County Manager, Daniel Zamora, noted a change to Item No. 2; Resolution No. 36, reporting the Fiscal Year should reflect the 2020-2021 year. A MOTION was made by Robert Lopez SECONDED by Jerri Rush to approve the Agenda as amended regarding Resolution No. 36. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”.

Public Comments: NONE

NEW BUSINESS:

Connie Loveland, Tucumcari MainStreet Executive Director, requested a funding approval in the amount of \$5,000.00 for the Tucumcari Railroad Museum and \$5,000.00 for Fired Up Friday Events.

Loveland explained, the usual “Fired-Up” Festival has once again been cancelled for this year due to unpredictable circumstances surrounding Corona Virus. Loveland stated MainStreet hosted it’s first Fired Up Friday event and it was a success. Once a month, on a Friday, a hosted event will include games, vendors and music to the downtown area. Loveland reported that since the museum had reopened in May, 152 visitors have been in to tour. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the request for funding (an approved line item in the 2021-2022 budget). MOTION carried with Lopez voting “aye”, Rush voting aye” and McCasland voting “aye”.

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

1. FY22 Memorandum of Agreement between Quay County and the Department of Health for Primary Health Care Services (RPHCA). The services provided for in this MOU provide funding to the Presbyterian Medical Services; Quay County Family Health Center. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement as presented. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”. A copy is attached.
2. Acceptance of Award Terms for American Coronavirus Local Fiscal Recovery Fund. Simpson indicated the County is set to receive 1.6 million dollars in recovery funds with the first installment expected in June, 2021. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to accept the terms. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”. A copy is attached.
3. Approval of FY2020-2021 Resolution No. 36 along with the NMFA Loan Agreements to purchase two fire trucks for the Nara Visa Fire Department. A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve Resolution No. 36 and the Loan Agreements totaling \$150,000.00. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”. Copies are attached.
4. Requested approval of FY2021-2022 Preliminary Budget for Quay County. A MOTION was made by Robert Lopez, SECONDED by Chairman McCasland to approve the Budget as presented. MOTION carried with Lopez voting “aye”, McCasland voting “aye” and Rush “abstained.”

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

1. 128 loads need to be hauled on Quay Road O with 3 days of reclaiming scheduled. When finished, this will complete the School Bus Route project.
2. Following moisture in the area, blades are out in the county on various roads.
3. The Case Roller is still being repaired, but the roller that was leased last month is still in the possession of Quay County and being used on the current projects.
4. The Reclaimer is repaired and running.

Quay County Manager, Daniel Zamora presented the following items for approval and additional correspondence:

1. Requested approval of the Emergency Management Performance Grant Application. Zamora explained this Grant pays half the salary of the Emergency Manager. Zamora stated he recently hired a new Emergency Manager, who should be on staff starting June 1, 2021. A MOTION was

made by Jerri Rush, SECONDED by Robert Lopez to approve the Grant Application. MOTION carried with Rush voting "aye", Lopez voting "aye", and McCasland voting "aye". A copy is attached to these minutes.

2. Received a thank you card from the NM Cattle Growers Association for supporting the recently held Regional Meeting and recognizing Dr. Tompkins for his years of service to Quay County. Chairman McCasland thanked Zamora and Commissioner Rush for attending this event and representing the County.
3. Provided a copy of the monthly Gross Receipts Tax Report.
4. Zamora, along with Richard Primrose and many other citizens helped with the 5-Mile Park clean up event held last Saturday.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:30 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:35 a.m.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the expenditures included in the Accounts Payable Report ending May 20, 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: NONE

Chairman McCasland requested a ten-minute recess. Time noted 9:45 a.m.

Return to regular session. Time noted 9:55 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.
- Section 10-15-1(H)2 for Limited Personnel Matters.
- Section 10-15-1(H)8 for Discussion or Purchase, Acquisition or Disposal of Real Property or Water Rights.

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

Time noted 9:56 a.m.

---Executive Session---

Return to regular session. Time noted 10:25 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".

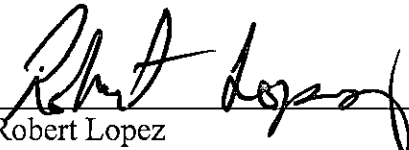
Chairman McCasland stated there is no action as a result of Executive Session.

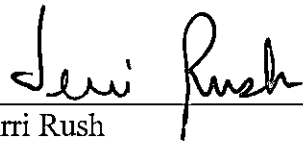
There being no further business, a MOTION was made by Robert Lopez SECONDED by Jerri Rush to adjourn. MOTION carried with Rush voting "aye", Lopez voting "aye" and McCasland voting "aye". Time noted 10:30 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

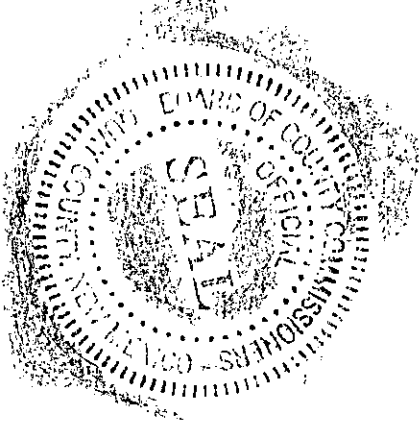

Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



MEMORANDUM OF AGREEMENT

Between
New Mexico Department of Health
 And
Quay County

This Agreement entered into between New Mexico Department of Health (DOH) and **Quay County**, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES**1. PURPOSE**

The purpose of this agreement is to provide primary care services in underserved areas of the state.

2. SCOPE OF WORK

The Entity shall perform the following work:

- A. Ensure the provision of primary care services in underserved areas of the state by providing the following:
 1. Annual Projected Level of Operations forms
 2. Contract Action Plan, which must include:
 - a. Estimated level of services
 - b. Staffing
 - c. Hours of operation, including after-hours coverage and emergency care
 - d. Prenatal care services
 - e. Family planning services
 - f. Dental services
 - g. Behavioral health services
 - h. Ancillary services
 - i. Specialty clinics
 - j. Referral relationships with EMS (emergency medical services), hospital, dental, behavioral health, and other services
 - k. Integration methods for improving coordination of care across settings
 - l. Collaboration with public and private providers, school-based health centers, and tribal programs to maximize delivery of primary care health care services
 - m. Recruitment and retention plan for healthcare providers, including:
 - n. Total dollar amount of Rural Primary Health Care Act (RPHCA) funding used towards healthcare provider salaries and benefits.
 - o. Total dollar amount of RPHCA funding used towards healthcare provider recruitment (*This amount reflects recruitment efforts/methods, such as how much is used for advertisement of positions, recruitment agencies, etc. If using New Mexico Health Resources to recruit and/or post job listings, please indicate*).
 - p. Rate of retention of healthcare providers at the clinic (*On average, how many years are providers staying? If providers are leaving, are they leaving to another clinic within the community, to another New Mexico community, or leaving New Mexico?*)
 - q. Governing Board and/or Local/Regional Advisory Board information

- B. Submit data and reports through the Online RPHCA Reporting System by providing:**

- C. Ensure policies and procedures states that no person will be denied services because of their inability to pay. These policies and procedures should address the provision of services to medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty guidelines without third party coverage. The facility must also:

- D. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).

- F. Maintain for inspection the appropriate and most current facility licensure from the AGENCY Health Facility Licensing & Certification Bureau by providing:

- 2

- G. Authorize the AGENCY access to all Health Resources and Services Administration (HRSA) documentation (if HRSA funded) regarding:
 - 1. Site visit reports and findings relating to the operation of the health centers.
 - 2. Scheduled visits by HRSA. Notify the AGENCY in advance of the HRSA visit.
- H. Participate in clinic site visit(s) conducted by the AGENCY.
- I. Participate and complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.
- J. Work with the County and/or Tribal Community Health Improvement Council(s) to ensure coordination of its work with the Council's health improvement plan and activities.
- K. Ensure majority of governing Board shall be consumers of the primary health care services it provides, and is generally representative of the target population it serves.
- L. Ensure diversity of programs and structure, and that programs offered meet the Federal cultural and linguistic access standards to better serve the target population.
- M. Display the AGENCY and RPHCA as a funding source by:
 - 1. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source.
 - 2. Posting on CONTRACTOR websites stating the funding source.

Reporting and Invoicing

- N. Submit for AGENCY approval the Annual Project Level of Operations forms, Contract Action Plan, and Quality Improvement/Assurance Plan by the third (3rd) working day in August in each fiscal year.
- O. Submit for AGENCY approval the Monthly Level of Operations and Summary Monthly Narrative Report by the second (2nd) Friday of each month in each fiscal year.
- P. Submit for AGENCY approval a monthly invoice for the previous completed month's services by the third (3rd) working day of each month in each fiscal year.

Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- Q. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
1. Total number of medical and dental encounters at community-based primary care centers.
 2. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, self-pay.
- R. Population Based Accountability: Improve health outcomes for the people of New Mexico.

guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$111,920.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. PROPERTY

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. CLIENT RECORDS AND CONFIDENTIALITY

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

7. FUNDS ACCOUNTABILITY

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. LIABILITY

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.**

10. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2022** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.

A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing

or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
- i. CFDA Number – N/A
- ii. Program Title – N/A
- iii. AGENCY/OFFICE – N/A
- iv. GRANT NUMBER – N/A
2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.
2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer

or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

Entity

By: _____
Authorized Signature Designee

By: Franklin McLasland
Franklin McLasland, Commission Chair

Date: _____

Date: May 24, 2021

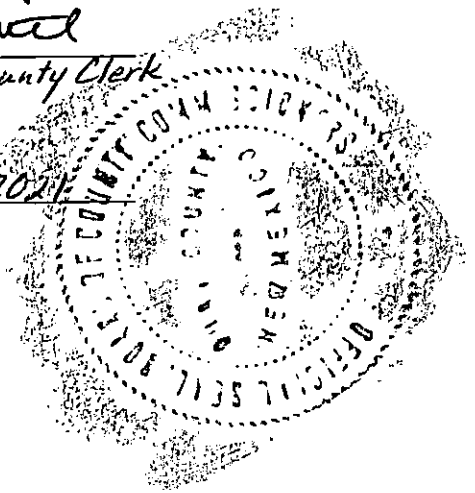
Certified For Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: Ellen White
Ellen White, County Clerk

Date: _____

Date: May 24, 2021



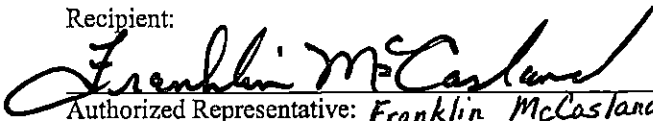
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

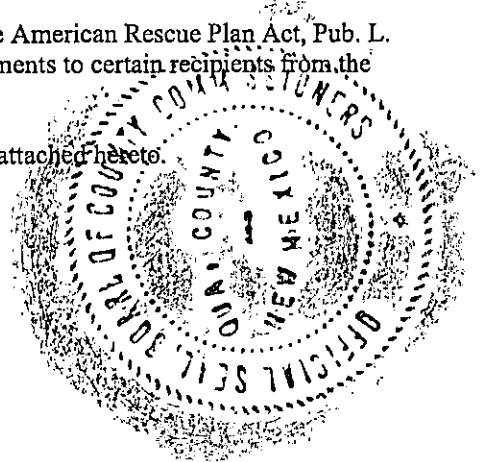
Recipient name and address: Quay County, New Mexico 301 S. Third St. Tucumcari, New Mexico 88401-1246	DUNS Number: 051336105 Taxpayer Identification Number: 856000238 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:


Authorized Representative: *Franklin McCasland*
Title: *Commission Chair*
Date signed: *May 24, 2021*



U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.


The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Quay County, New Mexico

Recipient

May 24, 2021
Date


Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

\$150,000
QUAY COUNTY, NEW MEXICO
NARA VISA FIRE DISTRICT
NEW MEXICO FINANCE AUTHORITY
PUBLIC PROJECT REVOLVING FUND LOAN
Loan No. PPRF-5557

Closing Date: July 9, 2021

TRANSCRIPT OF PROCEEDINGS
INDEX

1. Open Meeting Act Resolution No. 13 adopted December 14, 2020
2. Resolution No. 36, adopted May 24, 2021, Agenda, and the Affidavits of Publication of the Notice of Adoption of Resolution in the *Quay County Sun*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-G and evidence of filing and Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan Counsel to the Finance Authority
9. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

Quay County, New Mexico
New Mexico Finance Authority
BOKF, NA
Sutin, Thayer & Browne A Professional Corporation

STATE OF NEW MEXICO

QUAY COUNTY

The Board of County Commissioners (the "Governing Body") of Quay County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 301 S. 3rd Street, Tucumcari, New Mexico 88401, being the meeting place of the Governing Body for the regular meeting held on May 24, 2021, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Daniel Zamora, Manager
Franklin McCasland, Chairman
Jerri Rush, Commissioner
Robert Lopez, Commissioner
Ellen White, County Clerk

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed resolution in final form.

QUAY COUNTY, NEW MEXICO
RESOLUTION NO. 36

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$150,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE NARA VISA FIRE DISTRICT WITHIN THE GOVERNMENTAL UNIT; AND PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the "Intercept Agreement") for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a "private activity bond" as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF QUAY COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

"Aggregate Annual Debt Service Requirement" means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman, Finance Director, and County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

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

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“District” means the Nara Visa Fire District within the Governmental Unit.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

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

“Governmental Unit” means Quay County, New Mexico.

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

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

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

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit for the District, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. 36 adopted by the Governing Body on May 24, 2021 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement

evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$150,000 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; or (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$150,000, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2022 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This

repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Quay County, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 36, duly adopted and approved by the Governing Body of Quay County, New Mexico, on May 24, 2021. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 301 S. 3rd Street, Tucumcari, New Mexico 88401.

The title of the Resolution is:

QUAY COUNTY, NEW MEXICO
RESOLUTION NO. 36

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$150,000 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A NEW FIREFIGHTING APPARATUS AND RELATED EQUIPMENT FOR THE NARA VISA FIRE DISTRICT WITHIN THE GOVERNMENTAL UNIT; AND PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN

AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS MAY 24, 2021.

QUAY COUNTY, NEW MEXICO



By Franklin McCasland
Franklin McCasland, Chairman of the Board of
County Commissioners

ATTEST:

By Ellen White
Ellen White, County Clerk

Commissioner Rush then moved adoption of the foregoing Resolution, duly seconded by Commissioner Lopez.

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

Those Voting Aye: Commissioner Rush
Commissioner Lopez
Chairman McCasland

Those Voting Nay: _____

Those Absent: _____

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

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



QUAY COUNTY, NEW MEXICO

By Franklin McCasland
Franklin McCasland, Chairman of the Board of
County Commissioners

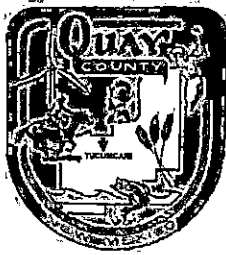
ATTEST:

By Ellen White
Ellen White, County Clerk

EXHIBIT "A"

Meeting Agenda
of the May 24, 2021
Board of County Commissioners Meeting

(See attached)



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
MAY 24, 2021
(AMENDED)**

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session May 10, 2021

Approval/Amendment of Agenda

Public Comment

Ongoing Business

New Business

I. Connie Loveland, Tucumcari Main Street Executive Director

- Request Approval of FY 2021-2022 Tucumcari Main Street Financial Support

II. Cheryl Simpson, Quay County Finance Director

- Request for Approval of FY22 Memorandum of Agreement (MOA) Department of Health for Primary Health Care Act (RPHCA) Services
- Presentation of Acceptance of Award Terms for American Coronavirus Local Fiscal Recovery Fund
- Request Approval of ~~FY2020-2021~~ Resolution No. 36 & NMFA Loan Agreement to Purchase Two Fire Trucks – Nara Visa Fire Department
- Request Approval of FY2021-2022 Preliminary Budget

III. Larry Moore, Quay County Road Superintendent

- Road Update

IV. Daniel Zamora, , Quay County Manager

- Request Approval of the Emergency Management Performance Grant (EMPG) Application
- Correspondence

V. Indigent Claims Board

- Call Meeting to Order
- Request Approval of Indigent Minutes for the April 26, 2021 Meeting
- Review Indigent Claims Prepared by Sheryl Chambers
- Adjourn

VI. Request Approval of Accounts Payable

VII. Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners

VIII. Request for Closed Executive Session

- Pursuant to Section 10-15-1(H) 7. The New Mexico Open Meetings Act Pertaining to Threatened or Pending Litigation
- Pursuant to Section 10-15-1(H) 2. The New Mexico Open Meetings Act to Discuss Limited Personnel Matters
- Pursuant to Section 10-15-1(H) 8. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights

IX. Franklin McCasland, Quay County Commission Chairman

- Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

STATE OF NEW MEXICO
QUAY COUNTY

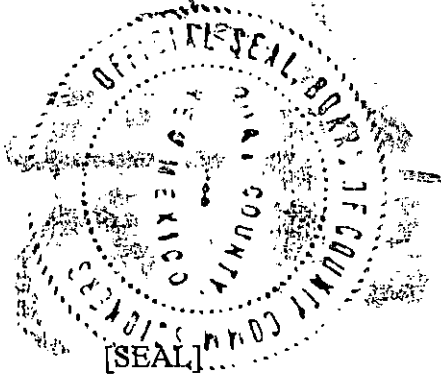
I, Ellen White, the duly qualified and acting County Clerk of Quay County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Quay County, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 301 S. 3rd Street, Tucumcari, New Mexico 88401, on May 24, 2021, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

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

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of July, 2021.



QUAY COUNTY, NEW MEXICO

By Ellen White
Ellen White, County Clerk

5896827.docx

\$150,000

LOAN AGREEMENT

dated

July 9, 2021

by and between

NEW MEXICO FINANCE AUTHORITY

and the

QUAY COUNTY, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA as trustee under the Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated July 9, 2021 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the QUAY COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of purchasing a new firefighting apparatus and related equipment as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit is a disadvantaged qualified entity within the meaning of Section 8(B)(4)(a) of the Finance Authority's Amended and Restated Rules and Regulations Governing the Public Project Revolving Fund Program.

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as described on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Resolution; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority; and

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

ARTICLE I DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10 and Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

“Additional Payment Obligations” mean payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

“Aggregate Annual Debt Service Requirement” means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means, in the case of the Governmental Unit, the Chairman, Finance Director, and County Clerk, and, in the case of the Finance Authority, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semi-annually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“District” means the Nara Visa Fire District within the Governmental Unit.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

“Fiscal Year” means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized Board of County Commissioners of the Governmental Unit and any successor governing body of the Governmental Unit.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the

Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement, dated July 9, 2021, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

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

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

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or Standard & Poor’s Rating Group; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues distributed to the Governmental Unit for the District pledged to payment of the Loan Agreement Payments pursuant to the Resolution and described on the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit “B” hereto.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursal to the Governmental Unit for payment of the costs of the Project.

“Project” means the project(s) described on the Term Sheet.

“Resolution” means the Governmental Unit Resolution No. 36 adopted by the Governing Body on May 24, 2021 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

“Term Sheet” means Exhibit “A” attached hereto.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by Finance Authority.

“Unassigned Rights” means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit.
The Governmental Unit represents, covenants and warrants:

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

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from (i) the Pledged Revenues, (ii) special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), or (iii) the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement

Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of acquiring a new firefighting apparatus and related equipment for the District. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. The weighted average maturity of 6.394 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project which is six (6) years.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a "governmental unit" within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court

or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Resolution shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in the Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or

exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to, annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. The Governmental Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

(x) Use of Fire Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 59A-53-7 through 59A-53-10, NMSA 1978, as the same may be amended or recompiled from time to time.

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

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

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is 39,484, which is less than one hundred percent (100%) of the State median household income of \$48,059; and

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(a) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(b) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its

obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV LOAN; APPLICATION OF MONEYS

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited in the Governmental Unit's Program Account to be disbursed by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof; and

ARTICLE V LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues),

the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of this Loan Agreement for the payment hereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit. As provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) the amounts provided in subsections (a)(i) and (ii) of this Section 5.2 for deposit into the Finance Authority Debt Service Account. The Finance Authority Debt Service Account shall be established and held by the Finance Authority on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account shall be expended and used

by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the following from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture:

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement on May 1 and November 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2022, as described in Exhibit "B;"

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement on May 1 of each Fiscal Year beginning with the Fiscal Year ending June 30, 2022, as described in Exhibit "B."

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit's account in the Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or

other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Resolution or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing two hundred percent (200%) of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for

prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the

discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of the Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI THE PROJECT

Section 6.1 Agreement To Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to complete the Project. The Governmental Unit agrees to acquire the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit's own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a "governmental unit," within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of Acquisition of the Project. Upon completion of the acquisition of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit "D" attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond

Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS
AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

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

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which

is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. The Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, "aggregated issuer" means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. There is no option to prepay this Loan Agreement in whole or in part.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit's payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGs"), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX INDEMNIFICATION

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

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

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order

remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of

Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, 301 S. 3rd Street, Tucumcari, New Mexico 88401, Attention: Finance Director; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA, 100 Sun Avenue N.E., Suite 500, Albuquerque, New Mexico 87109, Attention: Trust Division. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan

has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on April 29, 2021, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By _____
Daniel C. Opperman, Chief Legal Officer



QUAY COUNTY, NEW MEXICO

By Franklin McCasland
Franklin McCasland, Chairman of the Board of
County Commissioners

ATTEST:

By Ellen White
Ellen White, County Clerk

5899592.doc

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-5557

Governmental Unit:	Quay County, New Mexico
Project Description:	Purchase a new firefighting apparatus and related equipment for the Nara Visa Fire District within the Governmental Unit
Loan Agreement Principal Amount:	\$150,000
Disadvantaged Funding Amount:	\$150,000
Pledged Revenues:	The distribution of State Fire Protection Funds to the Governmental Unit made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978.
Coverage Ratio:	125%
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test:	200%
Authorizing Legislation:	Resolution No. 36 adopted on May 24, 2021
Closing Date:	July 9, 2021
Blended Interest Rate:	0.923919%
Program Account Deposit:	\$150,000
Finance Authority Debt Service Account Deposit:	\$0.00
First Interest Payment Date:	November 1, 2022
First Principal Payment Date:	May 1, 2023
Final Payment Date:	May 1, 2032

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
LATER DATE IS APPROVED IN WRITING TO THE TRUSTEE AND THE FINANCE
AUTHORITY BY BOND COUNSEL TO THE FINANCE AUTHORITY

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

DETAILED BOND DEBT SERVICE

Quay County
Nara Visa FD 2021 Equipment

Loan Component (LOAN)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2022			1,490.09	1,490.09	
05/01/2023	13,828	0.200%	568.25	14,396.25	15,886.34
11/01/2023			554.43	554.43	
05/01/2024	14,777	0.310%	554.43	15,331.43	15,885.86
11/01/2024			531.52	531.52	
05/01/2025	14,823	0.420%	531.52	15,354.52	15,886.04
11/01/2025			500.39	500.39	
05/01/2026	14,885	0.540%	500.39	15,385.39	15,885.78
11/01/2026			460.20	460.20	
05/01/2027	14,966	0.670%	460.20	15,426.20	15,886.40
11/01/2027			410.07	410.07	
05/01/2028	15,066	0.790%	410.07	15,476.07	15,886.14
11/01/2028			350.56	350.56	
05/01/2029	15,185	0.930%	350.56	15,535.56	15,886.12
11/01/2029			279.95	279.95	
05/01/2030	15,326	1.040%	279.95	15,605.95	15,885.90
11/01/2030			200.25	200.25	
05/01/2031	15,486	1.110%	200.25	15,686.25	15,886.50
11/01/2031			114.30	114.30	
05/01/2032	15,658	1.460%	114.30	15,772.30	15,886.60
	150,000		8,861.68	158,861.68	158,861.68

EXHIBIT "C"

FORM OF REQUISITION

RE: \$150,000 Loan Agreement by and between the Quay County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account - Quay County, New Mexico (2021 Nara Visa District Fire Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO.: PPRF-5557

CLOSING DATE: July 9, 2021

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Quay County, New Mexico (2021 Nara Visa District Fire Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and Quay County, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, Quay County shall and understands its obligation to complete the acquisition of the Project from other legally available funds.

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

DATED: _____

By _____
Authorized Officer

Title _____
(Print Name and Title)

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$150,000 Loan Agreement by and between the Quay County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
PPRF@nmfa.net

Susen Ellis
Assistant Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO.: PPRF-5557

CLOSING DATE: July 9, 2021

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

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

DATED: _____

By _____
Authorized Officer of Governmental Unit

Title _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into July 9, 2021, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and the QUAY COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of new firefighting apparatus and related equipment for use by the Nara Visa Fire District within the Governmental Unit; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10, NMSA 1978, as amended (collectively, the "Act"), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the "Loan Agreement"); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the "Program") funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the "Trustee"); and

WHEREAS, the Governmental Unit desires to borrow \$150,000 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 59A-53-7, NMSA 1978, as amended, authorizes the Governmental Unit to direct that its distribution of State Fire Protection funds (the "Pledged Revenues") from the State Treasurer (the "Distributing State Agency") be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$150,000 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule"), or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from periodic distributions of the Pledged Revenues pursuant to Section 59A-53-7, NMSA 1978, as amended, or from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in

full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 36, passed and adopted on May 24, 2021 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in the Fiscal Year ending June 30, 2023.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

QUAY COUNTY, NEW MEXICO

By Franklin McCasland
Franklin McCasland, Chairman of the Board
of County Commissioners



Attest:

By Ellen White
Ellen White, County Clerk

Acknowledged:

By _____
_____, State Fire Marshall

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE
QUAY COUNTY, NEW MEXICO
NARA VISA FIRE DISTRICT

Fiscal Year Ending June 30	Pledged Revenues	Annual Amount
2023	The distribution of State Fire Protection Revenues to the Quay County, New Mexico, Nara Visa Fire District pursuant to Section 59A-53-7, NMSA 1978, which distributions are made periodically by the State Treasurer	\$15,886.34
2024		\$15,885.86
2025		\$15,886.04
2026		\$15,885.78
2027		\$15,886.40
2028		\$15,886.14
2029		\$15,886.12
2030		\$15,885.90
2031		\$15,886.50
2032		\$15,886.60

5899864

\$150,000
QUAY COUNTY, NEW MEXICO
NARA VISA FIRE DISTRICT
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
) ss. GENERAL AND NO LITIGATION
QUAY COUNTY) CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Chairman, Finance Director, and County Clerk and Attorney for Quay County, New Mexico (the "Governmental Unit"), State of New Mexico (the "State") (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. 36 adopted on May 24, 2021 (the "Resolution") unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being "Quay County."

2. The Governmental Unit was established in the year 1903, Section 4-20- 1, NMSA 1978, as amended.

3. From at least March 4, 2021 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Chairman of the Board:	Franklin McCasland
Commissioners:	Jerri Rush Robert Lopez
County Clerk:	Ellen White
Finance Director:	Cheryl Simpson
County Manager:	Daniel Zamora
Attorney:	Warren Frost

4. The population of the Governmental Unit's jurisdictional and service area is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations or charter of the Governmental Unit and the laws of the Governmental Unit or the State.

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

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

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

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

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement except as set forth in the Term Sheet attached as Exhibit "A" to the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of

the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

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

20. Regular meetings of the Governing Body have been held in the 301 S. 3rd Street, Tucumcari, New Mexico 88401, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 13, as adopted and approved by the Governing Body on December 14, 2020, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 13 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 13.

22. The *Quay County Sun* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit's jurisdictional and service area.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Chairman, Finance Director, and County Clerk, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

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

28. This Certificate may be executed in counterparts.

[Signature page follows]

5900636

WITNESS our hands and the seal of the Governmental Unit this 9th day of July, 2021.

QUAY COUNTY, NEW MEXICO

By Franklin McCasland
Franklin McCasland, Chairman of the
Board of County Commissioners

By Ellen White
Ellen White, County Clerk

By Cheryl Simpson
Cheryl Simpson, Finance Director



APPROVED:
Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25
are approved and confirmed.

Warren Frost, Attorney for
Quay County, New Mexico

\$150,000
QUAY COUNTY, NEW MEXICO
NARA VISA FIRE DISTRICT
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
) ss. ARBITRAGE AND TAX
QUAY COUNTY) CERTIFICATE

On behalf of Quay County, New Mexico (the "Governmental Unit"), and in connection with the Loan Agreement dated July 9, 2021 (the "Loan Agreement"), relating to the financing the cost of purchasing a new firefighting apparatus and related equipment for use by the Nara Visa Fire District within the Governmental Unit (the "Project") as described in the Loan Agreement, and evidencing the Governmental Unit's obligation in the aggregate principal amount of \$150,000, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 36 adopted on May 24, 2021, unless otherwise defined in this Certificate or the context requires otherwise.

1. The Project. The Governmental Unit is entering into the Loan Agreement simultaneously with delivery of this Certificate. The Loan Agreement evidences the loan (the "Loan") made by the New Mexico Finance Authority (the "Finance Authority") to provide funds to pay the costs of acquiring the Project described in Exhibit "A" attached to the Loan Agreement and to pay certain costs incurred in connection with the execution and delivery of the Loan Agreement.

2. Security for the Loan Agreement. Debt service on the Loan Agreement will be secured by the pledged revenues described in Exhibit "A" attached to the Loan Agreement (the "Pledged Revenues") sufficient to pay debt service due in connection with the Loan, which Pledged Revenues have been pledged to the Finance Authority pursuant to the Loan Agreement.

3. Finance Authority Public Project Revolving Fund Program. The Governmental Unit acknowledges that the Finance Authority may assign and transfer the Loan Agreement to the BOKF, NA, as successor trustee (the "Trustee") pursuant to the Indenture, as defined in the Loan Agreement, and all Supplemental Indentures thereto, between the Finance Authority and the Trustee (collectively, the "Indenture"). Pursuant to the Indenture, the Loan Agreement may be pledged as an Additional Pledged Loan to the Trustee as additional security for the payment of amounts due on the Finance Authority's Public Project Revolving Fund Revenue Bonds outstanding at the time of such pledge.

4. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund, as defined in the New Mexico Finance Authority Act, Sections 6-21-1, *et seq.*, NMSA 1978, as amended and supplemented, in the amount of \$150,000 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$150,000 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$150,000 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0.00 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of

Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 6.394 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is six (6) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

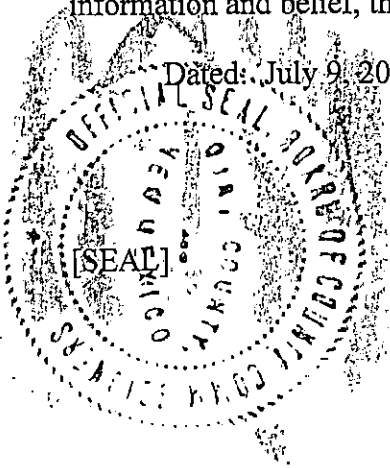
E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: July 9, 2021



QUAY COUNTY, NEW MEXICO

By

Franklin McCasland
Franklin McCasland, Chairman of the Board of
County Commissioners

By

Ellen White
Ellen White, County Clerk

By

Cheryl Simpson
Cheryl Simpson, Finance Director

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EXHIBIT "B"

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$150,000 Loan Agreement dated July 9, 2021 (the "Loan") from the New Mexico Finance Authority (the "Finance Authority") to Quay County, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$150,000 without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the "issue price" of the Loan is \$150,000.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 0.919365%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 6.394 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this July 9, 2021.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

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Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service**Caution: If the issue price is under \$100,000, use Form 8038-GC.**
► Go to www.irs.gov/F8038G for instructions and the latest information.**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name Quay County, New Mexico		2 Issuer's employer identification number (EIN) 85-6000238	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 301 S. 3rd Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Tucumcari, New Mexico 88401		7 Date of issue 07/09/2021	
8 Name of issuer New Mexico Finance Authority Fire Equipment Loan, PPRF-5557		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Daniel Zamora, County Manager		10b Telephone number of officer or other employee shown on 10a 575-461-2112	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety	150,000	00
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities		
18	Other. Describe ►		
19a	If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b	If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20	If bonds are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	05/01/2032	\$ 150,000	\$ 150,000	6.394 years	0.919365 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest		
23	Issue price of entire issue (enter amount from line 21, column (b))	150,000	00
24	Proceeds used for bond issuance costs (including underwriters' discount)		
25	Proceeds used for credit enhancement		
26	Proceeds allocated to reasonably required reserve or replacement fund		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V		
28	Proceeds used to refund prior taxable bonds. Complete Part V		
29	Total (add lines 24 through 28)		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	150,000	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See Instructions **36a**
- b Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c Enter the name of the GIC provider ► _____
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c Enter the EIN of the issuer of the master pool bond ► _____
- d Enter the name of the issuer of the master pool bond ► _____
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☒
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b Name of hedge provider ► _____
- c Type of hedge ► _____
- d Term of hedge ► _____
- 42 If the issuer has superintegrated the hedge, check box ► ☐
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see Instructions), check box ► ☐
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date 07/09/2021 Franklin McCasland, County Comm. Chair
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name <u>Suzanne Wood Bruckner</u>	Preparer's signature _____	Date _____	Check <input type="checkbox"/> if self-employed	PTIN <u>P01629036</u>
Firm's name ► <u>Sutlin Thayer & Browne A Professional Corporation</u>			Firm's EIN ► <u>85-0225124</u>	
Firm's address ► <u>6100 Uptown Blvd. NE #400, Albuquerque, NM 87110</u>			Phone no. <u>505-883-2500</u>	

\$150,000
QUAY COUNTY, NEW MEXICO
NARA VISA FIRE DISTRICT
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
QUAY COUNTY) CROSS-RECEIPT CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly chosen, qualified and acting Chairman, Finance Director, and County Clerk of quay County, New Mexico (the "Governmental Unit"):

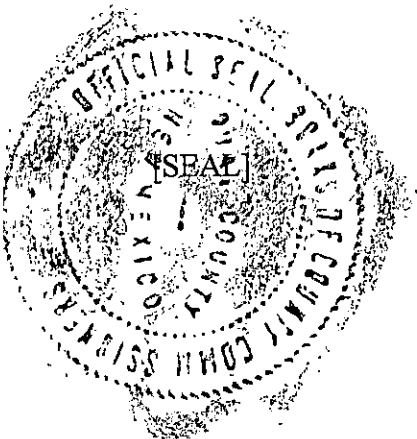
1. On the date of this Certificate, the Governmental Unit executed and delivered, or caused to be executed and delivered, a Loan Agreement between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$150,000, to the Finance Authority (the "Loan Agreement"), as authorized by Governmental Unit Resolution No. 36 (the "Resolution") adopted on May 24, 2021 relating to the execution and delivery of the Loan Agreement and the Intercept Agreement. The undersigned have received \$150,000 as proceeds from the Loan Agreement, being the full purchase price therefore.

2. The proceeds of the Loan Agreement will be placed in the funds and accounts created for the deposit of such moneys under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, each by and between the Finance Authority and BOKF, NA, as Trustee and its successors and assigns, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as follows:

Governmental Unit's	
Account in the Program Fund:	<u>\$150,000</u>
Total:	\$150,000

3. The proceeds of the Loan Agreement will be available to the Governmental Unit upon submittal of a Requisition Form to the Finance Authority in the form attached to the Loan Agreement as Exhibit "C" and will be used as set forth in the Resolution and the Loan Agreement.

WITNESS our hands this July 9, 2021.



QUAY COUNTY, NEW MEXICO

By Franklin McCasland
Franklin McCasland, Chairman of the Board of
County Commissioners

By Ellen White
Ellen White, County Clerk

By Cheryl Simpson
Cheryl Simpson, Finance Director

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It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from Quay County, New Mexico the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

ROUNDED TO NEAREST DOLLAR

(A) PROPERTY TAX CATEGORY	(B) 2020 FINAL VALUATIONS	(C) OPERATING TAX RATE	(D) TOTAL PRODUCTION [B X C]
RESIDENTIAL	87,063,368	0.008446	735,337
NON-RESIDENTIAL	144,447,323	0.010186	1,471,340
OIL & GAS PRODUCTION	1,320,846	0.010350	13,671
OIL & GAS EQUIPMENT	259,747	0.010350	2,688
COPPER	-	-	-
		Sub Total	2,223,037
		Collection Rate%	95.84%
		TOTAL PRODUCTION	2,130,558

(E) FUND TITLE	(F) FUND NUMBER	(G) UNAUDITED BEGINNING CASH BALANCE @ JULY 1 (NO INVESTMENTS)	(H) BUDGETED REVENUES	(I) BUDGETED TRANSFERS	(J) BUDGETED EXPENDITURES	(K) ESTIMATED ENDING CASH BALANCE	(L) LOCAL RESERVE REQUIREMENTS UNAVAILABLE FOR BUDGETING	(M) ADJUSTED ENDING CASH BALANCE
GENERAL	401	1,153,943	4,059,195	(1,409,187)	2,817,067	986,884	704,267	282,618
ROAD	402	570,766	1,030,174	960,708	2,277,830	283,818	189,819	93,999
Farm & Ranch	403	435	45	0	250	230	0	
	404	0	0	0	0	0	0	
Indigent	406	284,024	267,000	(100,000)	272,500	178,524	0	
Fire I	407	92,598	127,776	(25,177)	88,250	105,947	0	
Fire II	408	65,813	82,743	(22,108)	60,632	65,816	0	
Fire III	409	48,696	83,143	(24,086)	46,850	60,903	0	
Nara Visa Fire	410	155,526	60,031	0	188,851	26,706	0	
Forrest Fire	411	83,084	79,922	(12,594)	50,200	100,212	0	
Jordan Fire	412	184,647	136,648	(22,151)	51,050	248,094	0	
Bard-Endee Fire	413	152,918	188,907	(18,147)	285,750	35,928	0	
EMS	414	15,677	12,033	0	12,033	15,677	0	
Quay Fire	415	155,103	79,222	(22,144)	55,872	156,309	0	
Forrestry Fire Funds	416	148,808	0	0	148,496	312	0	
Porter Fire	418	315,883	259,031	(12,434)	321,780	240,500	0	
Quay County Emergency Manager	419	41,691	107,100	29,493	154,348	23,936	0	
Quay County Fire Marshall	420	84,934	79,222	(25,306)	53,850	85,000	0	
Detention & Corrections	421	204,794	557,500	1,000,000	1,554,050	208,244	0	
Safety Net Care Pool Fund	430	0	0	137,090	137,090	0	0	
County Emergency Communications	431	353,994	509,556	0	552,535	311,015	0	
Reappraisal 1% (County Prop Val Fund)	499	172,659	77,221	0	63,548	186,332	0	3.5%/Only Prop Tax
Hospital	501	1,426,099	1,294,092	(182,090)	1,101,700	1,436,401	0	
Rural Addressing	503	8,380	16,100	0	8,150	16,330	0	
ASAP Enterprises	516	9,580	120	0	4,000	5,700	0	
Page Total		5,729,852	9,104,781	251,867	10,306,682	4,779,818	894,086	376,616
Grand Total		5,729,852	9,104,781	251,867	10,306,682	4,779,818	894,086	376,616

[illegible]

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
General Fund									
General Fund									
	Total General Fund:	3,310,148	3,545,917	3,337,554	3,720,584	3,975,849	3,902,095	3,695,394	4,059,195
Administration									
	Total Administration:	649,131	659,731	711,521	790,044	818,613	864,162	728,912	895,679
Maint - Courthouse									
	Total Maint - Courthouse:	109,735	106,577	122,327	119,731	143,802	154,584	106,796	155,400
Maint - Exhibit Center									
	Total Maint - Exhibit Center:	133,730	126,625	120,236	121,324	150,942	157,219	118,893	165,333
Recording & Filing									
	Total Recording & Filing:	165,793	164,787	175,475	179,531	180,954	204,730	151,748	218,075
Probate									
	Total Probate:	19,150	17,911	18,533	20,237	21,197	22,084	18,394	21,914
Bureau of Elections									
	Total Bureau of Elections:	11,315	29,119	15,979	25,142	49,341	62,700	14,554	54,025
Property Assessment									
	Total Property Assessment:	179,331	173,211	176,761	187,973	197,065	203,712	175,425	207,845
Collections									
	Total Collections:	126,401	133,544	149,265	156,731	160,848	174,227	149,910	192,175
Law Enforcement									
	Total Law Enforcement:	615,141	620,265	618,727	687,839	728,583	789,544	644,091	793,621
Computer Department									
	Total Computer Department:	68,206	133,034	118,986	100,773	98,678	118,500	108,997	113,000
General Fund Transfers									
	Total General Fund Transfers:	1,052,532	1,412,659	1,152,129	1,379,606	1,263,057	1,346,736	500,000	1,409,187
	General Fund Revenue Total:	3,310,148	3,545,917	3,337,554	3,720,584	3,975,849	3,902,095	3,695,394	4,059,195
	General Fund Expenditure Total:	3,130,465	3,577,463	3,379,940	3,768,930	3,813,080	4,098,198	2,715,719	4,226,254
	Net Total General Fund:	179,682	31,546-	42,386-	48,347-	162,769	196,103-	979,675	167,059-

ad Fund

Road Fund

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Total Road Fund:		1,211,453	1,610,531	1,039,267	1,554,753	1,127,107	1,062,803	976,666	1,030,174
Road Department									
Total Road Department:		1,327,113	1,541,996	1,131,395	1,183,125	1,397,575	1,991,703	882,403	2,277,830
Road Fund Transfers									
Total Road Fund Transfers:		116,375-	14,259-	141,746	117,742-	19,262	725,214-	195,307	960,708-
Road Fund Revenue Total:		1,211,453	1,610,531	1,039,267	1,554,753	1,127,107	1,062,803	976,666	1,030,174
Road Fund Expenditure Total:		1,210,738	1,527,736	1,273,141	1,065,383	1,416,837	1,266,489	1,077,710	1,317,122
Net Total Road Fund:		715	82,795	233,874-	489,371	289,730-	203,686-	101,044-	286,948-
Farm & Range Fund									
Farm & Range Fund									
Total Farm & Range Fund:		52	65	58	.00	86	45	42	45
Farm & Range Fund									
Total Farm & Range Fund:		.00	.00	.00	.00	.00	250	.00	250
Farm & Range Fund Revenue Total:		52	65	58	.00	86	45	42	45
Farm & Range Fund Expenditure Total:		.00	.00	.00	.00	.00	250	.00	250
Net Total Farm & Range Fund:		52	65	58	.00	86	205-	42	205-
Health Care Assistance Fund									
Health Care Assistance Fund									
Total Health Care Assistance Fund:		263,380	301,580	285,777	352,249	326,453	267,000	292,837	267,000
Health Care Assistance Fund									
Total Health Care Assistance Fund:		256,114	238,656	227,512	207,705	226,562	265,294	190,909	272,500
Health Care Transfers									
Total Health Care Transfers:		.00	.00	.00	.00	.00	250,000	250,000	100,000
Health Care Assistance Fund Revenue Total:		263,380	301,580	285,777	352,249	326,453	267,000	292,837	267,000
Health Care Assistance Fund Expenditure Total:		256,114	238,656	227,512	207,705	226,562	515,294	440,909	372,500
Net Total Health Care Assistance Fund:		7,265	62,924	58,264	144,544	99,890	248,294-	148,072-	105,500-

Fire District No 1 Fund

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
District No 1 Fund									
	Total Fire District No 1 Fund:	72,242	378,662	116,572	219,249	123,943	145,626	127,733	127,776
Fire District No 1									
	Total Fire District No 1:	210,165	364,966	68,180	61,610	219,479	108,084	52,564	88,250
Rural 1 Transfers									
	Total Rural 1 Transfers:	9,557	7,408	25,270	25,131	24,792	24,853	24,853	25,177
	Fire District No 1 Fund Revenue Total:	72,242	378,662	116,572	219,249	123,943	145,626	127,733	127,776
	Fire District No 1 Fund Expenditure Total:	219,722	372,374	93,450	86,741	244,271	132,937	77,417	113,427
	Net Total Fire District No 1 Fund:	147,480-	6,288	23,122	132,509	120,328-	12,689	50,316	14,349
Fire District No 2 Fund									
Fire District No 2 Fund									
	Total Fire District No 2 Fund:	70,479	73,382	75,040	78,546	230,176	82,743	82,660	82,743
Fire District No 2									
	Total Fire District No 2:	29,931	26,874	27,851	42,000	320,783	71,132	55,914	60,632
Rural 2 Transfers									
	Total Rural 2 Transfers:	13,889	13,888	13,888	13,764	8,180	21,832	21,831	22,108
	Fire District No 2 Fund Revenue Total:	70,479	73,382	75,040	78,546	230,176	82,743	82,660	82,743
	Fire District No 2 Fund Expenditure Total:	43,820	40,762	41,739	55,764	328,963	92,964	77,745	82,740
	Net Total Fire District No 2 Fund:	26,658	32,620	33,301	22,782	98,787-	10,221-	4,915	3
Fire District No 3 Fund									
Fire District No 3 Fund									
	Total Fire District No 3 Fund:	70,023	71,720	75,463	79,624	82,194	303,143	303,288	83,143
Fire District No 3									
	Total Fire District No 3:	30,279	39,352	26,136	22,156	32,679	486,850	465,503	46,850
Rural 3 Transfers									
	Total Rural 3 Transfers:	25,981	18,878	18,878	18,715	18,600	23,850	23,850	24,086
	Fire District No 3 Fund Revenue Total:	70,023	71,720	75,463	79,624	82,194	303,143	303,288	83,143
	Fire District No 3 Fund Expenditure Total:	56,260	58,230	45,014	40,871	51,279	510,700	489,353	70,936
	Net Total Fire District No 3 Fund:	13,764	13,490	30,449	38,753	30,915	207,557-	186,066-	12,207

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Nara Visa Fire Fund									
Nara Visa Fire Fund									
	Total Nara Visa Fire Fund:	49,654	50,963	53,532	55,735	58,349	60,031	59,409	60,031
Nara Visa Fire									
	Total Nara Visa Fire:	17,598	17,221	21,638	17,684	16,137	58,962	28,705	188,851
Nara Visa Transfers									
	Total Nara Visa Transfers:	13,462	13,462	13,462	13,343	13,260	.00	.00	.00
	Nara Visa Fire Fund Revenue Total:	49,654	50,963	53,532	55,735	58,349	60,031	59,409	60,031
	Nara Visa Fire Fund Expenditure Total:	31,060	30,683	35,100	31,027	29,397	58,962	28,705	188,851
	Net Total Nara Visa Fire Fund:	18,594	20,281	18,432	24,708	28,952	1,069	30,703	128,820
Forrest Fire Fund									
Forrest Fire Fund									
	Total Forrest Fire Fund:	72,981	68,932	72,508	225,380	76,773	168,515	168,100	79,922
Forrest Fire									
	Total Forrest Fire:	26,380	36,885	36,902	320,833	44,283	153,793	126,044	50,200
Forrest Fire Transfers									
	Total Forrest Fire Transfers:	21,200	8,697	8,697	8,619	20,548	12,060	12,060	12,594
	Forrest Fire Fund Revenue Total:	72,981	68,932	72,508	225,380	76,773	168,515	168,100	79,922
	Forrest Fire Fund Expenditure Total:	47,580	45,582	45,599	329,452	64,831	165,853	138,104	62,794
	Net Total Forrest Fire Fund:	25,400	23,350	26,909	104,072	11,942	2,662	29,996	17,128
Jordan Fire Fund									
Jordan Fire Fund									
	Total Jordan Fire Fund:	114,196	217,590	123,653	129,211	164,639	356,648	355,840	136,648
Jordan Fire									
	Total Jordan Fire:	24,270	54,445	235,324	27,428	36,752	506,050	463,139	51,050
Jordan Fire Transfers									
	Total Jordan Fire Transfers:	44,174	44,163	20,311	17,138	17,028	22,152	21,886	22,151
	Jordan Fire Fund Revenue Total:	114,196	217,590	123,653	129,211	164,639	356,648	355,840	136,648
	Jordan Fire Fund Expenditure Total:	68,444	98,608	255,635	44,566	53,780	528,202	485,025	73,201

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Net Total Jordan Fire Fund:	45,752	118,983	131,982-	84,645	110,859	171,554-	129,184-	63,447
	Bard Endee Fire Fund								
	Bard Endee Fire Fund								
	Total Bard Endee Fire Fund:	228,901	160,475	167,880	275,366	302,767	186,907	186,783	186,907
	Bard Endee Fire								
	Total Bard Endee Fire:	30,974	209,469	33,726	44,399	608,076	134,750	70,526	285,750
	Bard Endee Transfers								
	Total Bard Endee Transfers:	51,521	40,841	32,332	22,263	22,128	17,118	17,118	18,147
	Bard Endee Fire Fund Revenue Total:	228,901	160,475	167,880	275,366	302,767	186,907	186,783	186,907
	Bard Endee Fire Fund Expenditure Total:	82,495	250,310	66,058	66,662	630,204	151,868	87,644	303,897
	Net Total Bard Endee Fire Fund:	146,406	89,835-	101,822	208,704	327,437-	35,039	99,139	116,990-
	Emergency Medical Servs Fund								
	Emergency Medical Servs Fund								
	Total Emergency Medical Servs Fund:	21,041	21,044	28,530	26,014	26,044	22,038	22,038	12,033
	Emergency Medical Servs								
	Total Emergency Medical Servs:	24,036	23,725	21,170	36,382	26,057	22,481	6,805	12,033
	Emergency Medical Servs Fund Revenue Total:	21,041	21,044	28,530	26,014	26,044	22,038	22,038	12,033
	Emergency Medical Servs Fund Expenditure Total:	24,036	23,725	21,170	36,382	26,057	22,481	6,805	12,033
	Net Total Emergency Medical Servs Fund:	2,995-	2,681-	7,360	10,368-	13-	443-	15,233	.00
	Quay Fire Dist Fund								
	Quay Fire Dist Fund								
	Total Quay Fire Dist Fund:	68,195	238,357	76,028	73,510	77,444	79,222	79,596	79,222
	Quay Fire District								
	Total Quay Fire District:	20,735	414,606	21,852	24,798	22,994	55,872	19,103	55,872
	Quay Fire Transfers								
	Total Quay Fire Transfers:	18,263	18,262	18,809	18,453	22,177	22,075	22,075	22,144
	Quay Fire Dist Fund Revenue Total:	68,195	238,357	76,028	73,510	77,444	79,222	79,596	79,222
	Quay Fire Dist Fund Expenditure Total:	38,998	432,868	40,661	43,251	45,171	77,947	41,178	78,016

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Net Total Quay Fire Dist Fund:	29,167	194,511-	35,367	30,260	32,273	1,275	38,418	1,206
	Forestry Fire Funds								
	Forestry Fire Funds								
	Total Forestry Fire Funds:	23,170	57,611	32,082	25,516	23,628	.00	18,492	.00
	Forrestry Fire Funds								
	Total Forrestry Fire Funds:	6,359	21,075	26,128	32,633	13,020	147,680	17,364	148,496
	Forestry Fire Funds Revenue Total:	23,170	57,611	32,082	25,516	23,628	.00	18,492	.00
	Forestry Fire Funds Expenditure Total:	6,359	21,075	26,128	32,633	13,020	147,680	17,364	148,496
	Net Total Forestry Fire Funds:	16,811	36,536	5,954	7,117-	10,607	147,680-	1,128	148,496-
	Porter Fire Dept.								
	Porter Fire Dept.								
	Total Porter Fire Dept.:	52,072	151,265	53,305	105,740	57,963	259,031	259,522	259,031
	Porter Fire Dept.								
	Total Porter Fire Dept.:	25,142	263,138	25,546	72,522	18,012	321,780	22,012	321,780
	Porter Fire Transfers								
	Total Porter Fire Transfers:	7,629	7,629	12,433	12,346	12,246	12,372	12,372	12,434
	Porter Fire Dept. Revenue Total:	52,072	151,265	53,305	105,740	57,963	259,031	259,522	259,031
	Porter Fire Dept. Expenditure Total:	32,771	270,767	37,979	84,868	30,258	334,152	34,384	334,214
	Net Total Porter Fire Dept.:	19,300	119,502-	15,326	20,872	27,705	75,121-	225,138	75,183-
	Quay County Emergency Manager								
	Quay County Emergency Manager								
	Total Quay County Emergency Manager:	12,987	26,646	15,667	17,272	16,579	107,100	11,762	107,100
	NM Homeland Security EMW								
	Total NM Homeland Security EMW:	42,093	54,958	60,411	36,478	33,924	133,091	26,175	154,348
	Quay EMP Transfers								
	Total Quay EMP Transfers:	29,493-	29,493-	29,493-	29,493-	29,493-	29,493-	.00	29,493-
	Quay County Emergency Manager Revenue Total:	12,987	26,646	15,667	17,272	16,579	107,100	11,762	107,100
	Quay County Emergency Manager Expenditure Total:								

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
		12,600	25,465	30,918	6,985	4,431	103,598	26,175	124,855
	Net Total Quay County Emergency Manager:	387	1,181	15,251-	10,286	12,148	3,502	14,413-	17,755-
	Quay County Fire Marshall								
	Quay County Fire Marshall								
	Total Quay County Fire Marshall:	66,499	68,667	71,466	74,412	78,894	79,222	80,436	79,222
	Quay County Fire Marshall								
	Total Quay County Fire Marshall:	46,383	40,274	22,830	100,433	35,228	59,549	8,278	53,850
	Quay Fire Marshall Transfers								
	Total Quay Fire Marshall Transfers:	16,377	16,377	16,700	17,137	17,686	24,007	.00	25,306
	Quay County Fire Marshall Revenue Total:	66,499	68,667	71,466	74,412	78,894	79,222	80,436	79,222
	Quay County Fire Marshall Expenditure Total:	62,760	56,651	39,530	117,570	52,914	83,556	8,278	79,156
	Net Total Quay County Fire Marshall:	3,739	12,016	31,937	43,157-	25,979	4,334-	72,158	66
	Detention Center								
	Detention Center								
	Total Detention Center:	430,541	552,195	477,427	528,612	463,546	555,200	397,477	557,500
	Detention Facility								
	Total Detention Facility:	1,202,102	1,264,334	1,347,372	1,471,694	1,541,915	1,600,861	1,184,253	1,554,050
	Detention Center Transfers								
	Total Detention Center Transfers:	717,580-	775,580-	829,650-	935,000-	1,085,000-	1,050,000-	750,000-	1,000,000-
	Detention Center Revenue Total:	430,541	552,195	477,427	528,612	463,546	555,200	397,477	557,500
	Detention Center Expenditure Total:	484,522	488,754	517,722	536,694	456,915	550,861	434,253	554,050
	Net Total Detention Center:	53,980-	63,442	40,295-	8,082-	6,631	4,339	36,776-	3,450
	Safety Net Care Pool Fund								
	Safety Net Care Pool Fund								
	Total Safety Net Care Pool Fund:	109,292	110,907	122,079	122,263	137,089	137,090	93,616	137,090
	Department: 99								
	Total Department: 99:	109,292-	105,363-	122,079-	122,263-	137,089-	137,090-	93,616-	137,090-
	Safety Net Care Pool Fund Revenue Total:	.00	.00	.00	.00	.00	.00	.00	.00
	Safety Net Care Pool Fund Expenditure Total:	.00	5,544	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Net Total Safety Net Care Pool Fund:	.00	5,544-	.00	.00	.00	.00	.00	.00
County Emergency Communication									
County Emergency Communication									
	Total County Emergency Communication:	745,850	472,718	440,329	480,268	475,303	470,556	455,588	509,556
County Emergency Communication									
	Total County Emergency Communication:	415,459	428,929	359,915	406,031	773,368	520,556	429,541	552,535
	County Emergency Communication Revenue Total:	745,850	472,718	440,329	480,268	475,303	470,556	455,588	509,556
	County Emergency Communication Expenditure Total:	415,459	428,929	359,915	406,031	773,368	520,556	429,541	552,535
	Net Total County Emergency Communication:	330,391	43,789	80,414	74,237	298,066-	50,000-	26,046	42,979-
Reappraisal Fund									
Reappraisal Fund									
	Total Reappraisal Fund:	56,949	58,844	55,769	63,487	67,762	70,356	59,748	77,221
Reappraisal									
	Total Reappraisal:	32,757	64,454	67,009	39,277	25,104	60,150	35,712	63,548
	Reappraisal Fund Revenue Total:	56,949	58,844	55,769	63,487	67,762	70,356	59,748	77,221
	Reappraisal Fund Expenditure Total:	32,757	64,454	67,009	39,277	25,104	60,150	35,712	63,548
	Net Total Reappraisal Fund:	24,192	5,610-	11,240-	24,210	42,659	10,206	24,036	13,673
Hospital Fund									
Hospital Fund									
	Total Hospital Fund:	1,148,463	1,288,020	1,255,185	1,439,895	1,403,534	1,271,992	1,242,459	1,294,092
Hospital									
	Total Hospital:	1,091,626	1,019,661	1,025,000	1,060,542	1,106,575	1,151,700	886,722	1,101,700
Hospital Transfers									
	Total Hospital Transfers:	154,292	150,363	167,079	167,263	182,089	182,090	93,616	182,090
	Hospital Fund Revenue Total:	1,148,463	1,288,020	1,255,185	1,439,895	1,403,534	1,271,992	1,242,459	1,294,092
	Hospital Fund Expenditure Total:	1,245,918	1,170,024	1,192,079	1,227,806	1,288,665	1,333,790	980,338	1,283,790
	Net Total Hospital Fund:	97,455-	117,996	63,106	212,089	114,870	61,798-	262,121	10,302

Account Number	Account Title	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	2021-22
		Pri Year 5 Actual	Pri Year 4 Actual	Pri Year 3 Actual	Pri Year 2 Actual	Pri Year Actual	Cur Year Budget	Cur Year Actual	Fut Year Budget

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Rural Addressing Fund									
Rural Addressing Fund									
	Total Rural Addressing Fund:	859	864	1,029	2,430	1,129	16,100	2,068	16,100
Rural Addressing									
	Total Rural Addressing:	2,225	1,548	33,628	36,063	30,189	40,321	26,608	8,150
Rural Addressing Transfers									
	Total Rural Addressing Transfers:	11,250-	11,250-	11,250-	11,250-	11,250-	11,250-	.00	.00
	Rural Addressing Fund Revenue Total:	859	864	1,029	2,430	1,129	16,100	2,068	16,100
	Rural Addressing Fund Expenditure Total:	9,025-	9,702-	22,378	24,813	18,939	29,071	26,608	8,150
	Net Total Rural Addressing Fund:	9,884	10,566	21,349-	22,384-	17,810-	12,971-	24,540-	7,950
ASAP - Other Charges									
ASAP - Other Charges									
	Total ASAP - Other Charges:	4,924	2,754	2,044	2,009	118	120	23	120
ASAP - OTHER CHARGES									
	Total ASAP - OTHER CHARGES:	2,430	3,601	1,332	1,621	499	4,000	122	4,000
ASAP Transfers									
	Total ASAP Transfers:	.00	.00	.00	.00	2,374-	.00	.00	.00
	ASAP - Other Charges Revenue Total:	4,924	2,754	2,044	2,009	118	120	23	120
	ASAP - Other Charges Expenditure Total:	2,430	3,601	1,332	1,621	1,875-	4,000	122	4,000
	Net Total ASAP - Other Charges:	2,494	848-	712	388	1,993	3,880-	99-	3,880-
Tuc. Domestic Violence Program									
Tuc. Domestic Violence Program									
	Total Tuc. Domestic Violence Program:	11,931	5,216	4,326	4,608	3,905	7,580	2,772	7,580
Domestic Violence									
	Total Domestic Violence:	5,665	6,001	9,562	6,911	5,264	10,800	6,240	10,800
	Tuc. Domestic Violence Program Revenue Total:	11,931	5,216	4,326	4,608	3,905	7,580	2,772	7,580
	Tuc. Domestic Violence Program Expenditure Total:	5,665	6,001	9,562	6,911	5,264	10,800	6,240	10,800
	Net Total Tuc. Domestic Violence Program:	6,266	785-	5,236-	2,303-	1,359-	3,220-	3,468-	3,220-

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Debt Service									
Debt Service Expense									
	Total Debt Service Expense:	363,721	333,389	326,176	332,030	378,221	386,098	364,936	398,133
Dept Service Transfer									
	Total Dept Service Transfer:	363,721-	333,389-	326,176-	332,030-	378,221-	386,098-	351,352-	398,133-
	Debt Service Revenue Total:	.00	.00	.00	.00	.00	.00	.00	.00
	Debt Service Expenditure Total:	.00	.00	.00	.00	.00	.00	13,584	.00
	Net Total Debt Service:	.00	.00	.00	.00	.00	.00	13,584-	.00
NMFA Debt Reserve									
NMFA Debt Reserve									
	Total NMFA Debt Reserve:	.00	.00	228	304,875	604,573	6,000	128,535	260,000
Department: 12									
	Total Department: 12:	.00	.00	54,606	152,346	312,710	440,000	430,364	260,000
	NMFA Debt Reserve Revenue Total:	.00	.00	228	304,875	604,573	6,000	128,535	260,000
	NMFA Debt Reserve Expenditure Total:	.00	.00	54,606	152,346	312,710	440,000	430,364	260,000
	Net Total NMFA Debt Reserve:	.00	.00	54,378-	152,528	291,863	434,000-	301,829-	.00
Seizure Fund									
Seizure Fund									
	Total Seizure Fund:	12	1	1	1	1	.00	.00	.00
Sheriff Seizure									
	Total Sheriff Seizure:	4,500	.00	.00	.00	.00	.00	.00	.00
Department: 99									
	Total Department: 99:	.00	.00	.00	.00	59	.00	.00	.00
	Seizure Fund Revenue Total:	12	1	1	1	1	.00	.00	.00
	Seizure Fund Expenditure Total:	4,500	.00	.00	.00	59	.00	.00	.00
	Net Total Seizure Fund:	4,488-	1	1	1	58-	.00	.00	.00
Confiscated/Seizure Fund									
Transfers									

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Total Transfers:	.00	.00	.00	.00	103	.00	.00	.00
	Confiscated/Seizure Fund Revenue Total:	.00	.00	.00	.00	.00	.00	.00	.00
	Confiscated/Seizure Fund Expenditure Total:	.00	.00	.00	.00	103	.00	.00	.00
	Net Total Confiscated/Seizure Fund:	.00	.00	.00	.00	103-	.00	.00	.00
Drug Enforcement Fund									
Drug Enforcement Fund									
	Total Drug Enforcement Fund:	79	3	4	9	5	.00	.00	.00
Drug Enforcement									
	Total Drug Enforcement:	25,107	.00	.00	.00	.00	.00	.00	.00
Department: 99									
	Total Department: 99:	.00	.00	.00	.00	372	.00	.00	.00
	Drug Enforcement Fund Revenue Total:	79	3	4	9	5	.00	.00	.00
	Drug Enforcement Fund Expenditure Total:	25,107	.00	.00	.00	372	.00	.00	.00
	Net Total Drug Enforcement Fund:	25,028-	3	4	9	367-	.00	.00	.00
Law Enforcement Protection Fnd									
Law Enforcement Protection Fnd									
	Total Law Enforcement Protection Fnd:	24,200	24,200	24,200	23,600	24,200	23,600	23,600	23,600
Law Enforcement Protection									
	Total Law Enforcement Protection:	24,200	24,200	24,200	23,600	24,200	1,550	1,550	23,600
Department: 99									
	Total Department: 99:	.00	.00	.00	.00	.00	22,050	22,050	.00
	Law Enforcement Protection Fnd Revenue Total:	24,200	24,200	24,200	23,600	24,200	23,600	23,600	23,600
	Law Enforcement Protection Fnd Expenditure Total:	24,200	24,200	24,200	23,600	24,200	23,600	23,600	23,600
	Net Total Law Enforcement Protection Fnd:	.00	.00	.00	.00	.00	.00	.00	.00
Juvenile Det Officer Fund									
Juvenile Detention Officer									
	Total Juvenile Detention Officer:	53,695	78,095	38,727	37,183	23,349	40,000	12,375	20,000

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Juvenile Detention Transfers									
	Total Juvenile Detention Transfers:	60,000-	100,000-	50,000-	50,000-	.00	25,000-	.00	.00
	Juvenile Det Officer Fund Revenue Total:	.00	.00	.00	.00	.00	.00	.00	.00
	Juvenile Det Officer Fund Expenditure Total:	6,305-	21,905-	11,273-	12,817-	23,349	15,000	12,375	20,000
	Net Total Juvenile Det Officer Fund:	6,305	21,905	11,273	12,817	23,349-	15,000-	12,375-	20,000-
Primary Care Clinic									
Primary Care Clinic									
	Total Primary Care Clinic:	135,423	124,384	96,138	95,402	112,155	114,120	87,740	114,120
Primary Care Clinic									
	Total Primary Care Clinic:	124,534	118,763	92,371	88,101	104,888	173,920	113,702	173,920
	Primary Care Clinic Revenue Total:	135,423	124,384	96,138	95,402	112,155	114,120	87,740	114,120
	Primary Care Clinic Expenditure Total:	124,534	118,763	92,371	88,101	104,888	173,920	113,702	173,920
	Net Total Primary Care Clinic:	10,890	5,621	3,766	7,301	7,268	59,800-	25,961-	59,800-
Clerk's Equip Rec Fund									
Clerk's Equip Rec Fund									
	Total Clerk's Equip Rec Fund:	11,846	12,918	14,055	12,377	11,302	12,000	10,181	12,000
Clerk's Equip Rec Fund									
	Total Clerk's Equip Rec Fund:	10,255	7,512	28,707	7,055	5,000	29,000	10,265	29,000
	Clerk's Equip Rec Fund Revenue Total:	11,846	12,918	14,055	12,377	11,302	12,000	10,181	12,000
	Clerk's Equip Rec Fund Expenditure Total:	10,255	7,512	28,707	7,055	5,000	29,000	10,265	29,000
	Net Total Clerk's Equip Rec Fund:	1,591	5,405	14,652-	5,323	6,302	17,000-	84-	17,000-
DWI Distribution									
DWI Distribution									
	Total DWI Distribution:	77,898	61,046	80,198	85,325	106,848	99,340	90,283	95,388
DWI Distribution									
	Total DWI Distribution:	80,612	59,869	73,877	90,650	79,081	127,529	105,490	95,388
	DWI Distribution Revenue Total:	77,898	61,046	80,198	85,325	106,848	99,340	90,283	95,388
	DWI Distribution Expenditure Total:	80,612	59,869	73,877	90,650	79,081	127,529	105,490	95,388

Account Number	Account Title	2015-18 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Net Total DWI Distribution:	2,714-	1,176	6,321	5,325-	27,767	28,189-	15,207-	.00
Environmental Gross Rec Fund									
Environmental Gross Rec Fund									
	Total Environmental Gross Rec Fund:	27,621	41,249	36,202	51,928	39,855	30,940	43,087	30,940
Environmental Gross Receipts									
	Total Environmental Gross Receipts:	68,186	.00	16,337	128,855	1,148	71,200	1,158	71,200
	Environmental Gross Rec Fund Revenue Total:	27,621	41,249	36,202	51,928	39,855	30,940	43,087	30,940
	Environmental Gross Rec Fund Expenditure Total:	68,186	.00	16,337	128,855	1,148	71,200	1,158	71,200
	Net Total Environmental Gross Rec Fund:	40,565-	41,249	19,865	76,927-	38,707	40,260-	41,928	40,260-
DWI Grant Fund									
DWI Grant Fund									
	Total DWI Grant Fund:	28,908	19,285	11,721	19,680	11,014	.00	1,000	.00
DWI Grant									
	Total DWI Grant:	42,287	1,500	16,384	15,336	12,015	.00	.00	.00
Department: 99									
	Total Department: 99:	17,245-	17,785	7,086-	.00	.00	.00	.00	.00
	DWI Grant Fund Revenue Total:	28,908	19,285	11,721	19,680	11,014	.00	1,000	.00
	DWI Grant Fund Expenditure Total:	25,042	19,285	9,298	15,336	12,015	.00	.00	.00
	Net Total DWI Grant Fund:	3,866	.00	2,423	4,344	1,000-	.00	1,000	.00
Underage Drinking Prevention									
Underage Drinking Prevention									
	Total Underage Drinking Prevention:	34,208	34,260	29,672	10,182	.00	.00	.00	.00
ASAP Grant Fund									
	Total ASAP Grant Fund:	36,188	35,144	35,049	11,000	.00	.00	.00	.00
Department: 99									
	Total Department: 99:	3,922-	1,078-	6,000-	.00	.00	.00	.00	.00
	Underage Drinking Prevention Revenue Total:	34,208	34,260	29,672	10,182	.00	.00	.00	.00
	Underage Drinking Prevention Expenditure Total:	32,267	34,065	29,049	11,000	.00	.00	.00	.00

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
	Net Total Underage Drinking Prevention:	1,941	195	622	818-	.00	.00	.00	.00
	Misdemeanor Court Compliance								
	Misdemeanor Court Compliance								
	Total Misdemeanor Court Compliance:	21,033	23,580	18,524	16,860	14,496	16,600	10,545	16,600
	Misdemeanor Court Compliance								
	Total Misdemeanor Court Compliance:	12,082	31,179	11,852	17,889	10,491	7,650	6,538	650
	Misdemeanor Court Compliance Revenue Total:	21,033	23,580	18,524	16,860	14,496	16,600	10,545	16,600
	Misdemeanor Court Compliance Expenditure Total:	12,082	31,179	11,852	17,889	10,491	7,650	6,538	650
	Net Total Misdemeanor Court Compliance:	8,950	7,599-	6,672	1,029-	4,005	8,950	4,007	15,950
	DWI Probation Fees								
	DWI Probation Fees								
	Total DWI Probation Fees:	14,455	18,827	16,323	12,408	10,441	12,120	4,857	12,120
	DWI Probation Fees								
	Total DWI Probation Fees:	15,490	15,619	9,345	15,446	6,490	11,803	5,483	11,803
	DWI Probation Fees Revenue Total:	14,455	18,827	16,323	12,408	10,441	12,120	4,857	12,120
	DWI Probation Fees Expenditure Total:	15,490	15,619	9,345	15,446	6,490	11,803	5,483	11,803
	Net Total DWI Probation Fees:	1,035-	3,208	6,977	3,038-	3,951	317	626-	317
	DWI Screening Fees								
	DWI Screening Fees								
	Total DWI Screening Fees:	2,627	2,734	1,596	1,689	1,497	1,550	650	1,550
	DWI Screening Fees								
	Total DWI Screening Fees:	1,979	3,260	780	105	510	1,000	880	1,000
	DWI Screening Fees Revenue Total:	2,627	2,734	1,596	1,689	1,497	1,550	650	1,550
	DWI Screening Fees Expenditure Total:	1,979	3,260	780	105	510	1,000	880	1,000
	Net Total DWI Screening Fees:	648	526-	816	1,584	987	550	230-	550

DWI Treatment Fees

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
DWI Treatment Fees									
	Total DWI Treatment Fees:	36	23	29	73	316	.00	.00	.00
DWI Treatment Fees									
	Total DWI Treatment Fees:	.00	2,610	.00	.00	.00	.00	.00	.00
Department: 99									
	Total Department: 99:	.00	.00	.00	.00	1,840	.00	.00	.00
	DWI Treatment Fees Revenue Total:	36	23	29	73	316	.00	.00	.00
	DWI Treatment Fees Expenditure Total:	.00	2,610	.00	.00	1,840	.00	.00	.00
	Net Total DWI Treatment Fees:	36	2,587-	29	73	1,524-	.00	.00	.00
DWI UA Fees									
DWI UA Fees									
	Total DWI UA Fees:	2,727	3,194	2,873	1,301	921	1,550	419	1,550
DWI UA Fees									
	Total DWI UA Fees:	315	2,689	216	1,432	325	1,000	150	1,000
	DWI UA Fees Revenue Total:	2,727	3,194	2,873	1,301	921	1,550	419	1,550
	DWI UA Fees Expenditure Total:	315	2,689	216	1,432	325	1,000	150	1,000
	Net Total DWI UA Fees:	2,412	505	2,657	131-	596	550	269	550
Wildlife Services									
Wildlife Services									
	Total Wildlife Services:	800	6,725	6,150	.00	5,540	6,000	4,825	6,000
Wildlife Services									
	Total Wildlife Services:	8,000	4,000	4,154	4,500	4,600	6,000	.00	6,000
	Wildlife Services Revenue Total:	800	6,725	6,150	.00	5,540	6,000	4,825	6,000
	Wildlife Services Expenditure Total:	8,000	4,000	4,154	4,500	4,600	6,000	.00	6,000
	Net Total Wildlife Services:	7,200-	2,725	1,996	4,500-	940	.00	4,825	.00
Victor C. Breen Memorial									
Victor C. Breen Memorial									
	Total Victor C. Breen Memorial:	5,980	7,300	.00	.00	.00	.00	.00	.00

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
Victor C. Breen Memorial									
	Total Victor C. Breen Memorial:	5,450	7,452	378	.00	.00	.00	.00	.00
	Victor C. Breen Memorial Revenue Total:	5,980	7,300	.00	.00	.00	.00	.00	.00
	Victor C. Breen Memorial Expenditure Total:	5,450	7,452	378	.00	.00	.00	.00	.00
	Net Total Victor C. Breen Memorial:	530	152-	378-	.00	.00	.00	.00	.00
County Improvements									
County Improvements									
	Total County Improvements:	242	142,785	27,206	4,346	3,453,066	1,180,571	142,435	698,576
County Improvements									
	Total County Improvements:	500,407	279,336	455,090	86,322	557,945	4,452,086	942,488	3,642,979
County Improvements Transfers									
	Total County Improvements Transfers:	.00	400,000-	230,000-	150,000	33,819	182,950	22,050-	350,000
	County Improvements Revenue Total:	242	142,785	27,206	4,346	3,453,066	1,180,571	142,435	698,576
	County Improvements Expenditure Total:	500,407	120,664-	225,090	236,322	591,764	4,635,036	920,438	3,992,979
	Net Total County Improvements:	500,165-	263,450	197,884-	231,976-	2,861,302	3,454,465-	778,003-	3,294,403-
Road Equipment Fund									
Road Equipment Fund									
	Total Road Equipment Fund:	.00	.00	.00	.00	1,709	4,500	944	4,500
Road Equipment Fund									
	Total Road Equipment Fund:	4,446	.00	67,693	.00	.00	.00	7,935	.00
Road Equipment Transfers									
	Total Road Equipment Transfers:	.00	.00	.00	200,000-	.00	200,000	.00	300,000
	Road Equipment Fund Revenue Total:	.00	.00	.00	.00	1,709	4,500	944	4,500
	Road Equipment Fund Expenditure Total:	4,446	.00	67,693	200,000-	.00	200,000	7,935	300,000
	Net Total Road Equipment Fund:	4,446-	.00	67,693-	200,000	1,709	195,500-	6,991-	295,500-
CDBG - QUAY COUNTY									
CDBG - QUAY COUNTY									
	Total CDBG - QUAY COUNTY:	1,347	496,543	.00	.00	736,110	83,890	83,889	.00

Account Number	Account Title	2015-16 Pri Year 5 Actual	2016-17 Pri Year 4 Actual	2017-18 Pri Year 3 Actual	2018-19 Pri Year 2 Actual	2019-20 Pri Year Actual	2020-21 Cur Year Budget	2020-21 Cur Year Actual	2021-22 Fut Year Budget
BG-Project									
	Total CDBG-Project:	16,216	496,694	748	83,746	723,105	114,008	92,585	30,118
CDBG Transfers									
	Total CDBG Transfers:	.00	.00	.00	51,000-	33,819-	.00	.00	.00
	CDBG - QUAY COUNTY Revenue Total:	1,347	496,543	.00	.00	736,110	83,890	83,889	.00
	CDBG - QUAY COUNTY Expenditure Total:	16,216	496,694	748	32,746	689,286	114,008	92,585	30,118
	Net Total CDBG - QUAY COUNTY:	14,869-	151-	748-	32,746-	46,825	30,118-	8,697-	30,118-
CDBG Planning Grant									
CDBG Planning Grant									
	Total CDBG Planning Grant:	37,500	.00	24,362	25,638	.00	.00	.00	.00
CDBG Planning Grant									
	Total CDBG Planning Grant:	.00	.00	54,073	10,464	.00	.00	.00	.00
Department: 99									
	Total Department: 99:	.00	.00	30,000-	15,000-	.00	.00	.00	.00
	CDBG Planning Grant Revenue Total:	37,500	.00	24,362	25,638	.00	.00	.00	.00
	CDBG Planning Grant Expenditure Total:	.00	.00	24,073	4,536-	.00	.00	.00	.00
	Net Total CDBG Planning Grant:	37,500	.00	290	30,174	.00	.00	.00	.00
	Net Grand Totals:	79,199	529,887	241,103-	1,330,195	2,832,569	5,590,252-	103,846	4,692,968-

State of New Mexico
Local Government Budget Management System (LGBMS)

**Budget Recap -
- Interim - Entity**

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,153,944.00	0.00	4,059,195.00	-1,409,187.00	2,817,067.00	986,865.00	704,266.75	282,618.25
20100 Corrections	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20200 Environmental	129,776.00	0.00	30,940.00	0.00	71,200.00	89,516.00	0.00	89,516.00
20300 County Property Valuation	172,660.00	0.00	77,221.00	0.00	63,548.00	186,333.00	0.00	186,333.00
20400 County Road	570,766.00	0.00	1,030,174.00	960,708.00	2,277,830.00	283,818.00	189,819.17	93,998.83
20600 Emergency Medical Services	15,677.00	0.00	12,033.00	0.00	12,033.00	15,677.00	0.00	15,677.00
20800 Farm & Range	436.00	0.00	45.00	0.00	250.00	231.00	0.00	231.00
20900 Fire Protection	1,339,002.00	0.00	1,174,645.00	-184,147.00	1,203,085.00	1,126,415.00	0.00	1,126,415.00
21100 Law Enforcement Protection	0.00	0.00	23,600.00	0.00	23,600.00	0.00	0.00	0.00
21800 Intergovernmental Grants	41,692.00	0.00	107,100.00	29,493.00	154,348.00	23,937.00	0.00	23,937.00
22000 Indigent Fund	284,024.00	0.00	267,000.00	-100,000.00	272,500.00	178,524.00	0.00	178,524.00
22100 Hospital Gross Receipts Tax	1,426,100.00	0.00	1,294,092.00	-182,090.00	1,101,700.00	1,436,402.00	0.00	1,436,402.00
22300 DWI Fund	22,207.00	0.00	95,388.00	0.00	95,388.00	22,207.00	0.00	22,207.00
22500 Clerks Recording & Filing Fund	39,034.00	0.00	12,000.00	0.00	29,000.00	22,034.00	0.00	22,034.00
22600 Jail - Detention	231,487.00	0.00	557,500.00	1,000,000.00	1,574,050.00	214,937.00	0.00	214,937.00
22700 County Emergency Communications and Medical & Behavioral Health GRT	353,994.00	0.00	509,556.00	0.00	552,535.00	311,015.00	0.00	311,015.00
29900 Other Special Revenue	393,139.00	0.00	175,740.00	137,090.00	502,909.00	203,060.00	0.00	203,060.00
30200 CDBG (HUD) Project	68,746.00	0.00	0.00	0.00	30,118.00	38,628.00	0.00	38,628.00

30300 State Legislative Appropriation Project	0.00	0.00	683,576.00	0.00	683,576.00	0.00	0.00
30400 Road/Street Projects	3,088,556.00	0.00	4,500.00	-300,000.00	2,704,403.00	88,653.00	88,653.00
39800 Other Capital Projects	1,743,174.00	0.00	15,000.00	-350,000.00	255,000.00	1,153,174.00	1,153,174.00
40400 NMFA Loan Debt Service	142,563.00	0.00	260,000.00	398,133.00	658,133.00	142,563.00	142,563.00
Totals	11,216,977.00	0.00	10,389,305.00	0.00	15,082,273.00	6,524,009.00	5,629,923.08
						894,085.92	

Fixed Amount 1.00

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DEPARTMENT: Administration										Quay County				Fiscal Year 2021-2022			
Round off all figures to the Nearest \$ Except Rate of Pay										Personnel Services Schedule							
Position Title		Current	Type	Salary Increase		New	# of	Pay		A	B	C	F	Total			
Name of Employee		Rate/Hr or Bi-Weekly Salary	Inc.	% Inc.	Eff. Date	Rate/Hr or Bi-Weekly Salary	Per-	iods		Annual Salary	0.00% P.D. 6.20% Reg. FICA	1.45% P.D. 1.45% Reg. Medicare	19.15% P.D. 9.8% Reg. PERA	County Share Health Ins 75%	Personal Services Columns A-G		
County Manager																	
Daniel Zamora		2307.69	0		00	2307.69	26			60,000	3,720	870	5,880	16,644	87,114		
Financial Director																	
Cheryl Simpson		20.45	0	1,000	00	21.45	26			44,616	2,766	647	4,372	10,933	63,335		
Admin Support																	
Sheryl Chambers		17.37	0	1,000	00	18.37	26			38,210	2,369	554	3,745	4,889	49,766		
Payroll Clerk																	
Brenda Griego		15.91	0	1,000	00	16.91	26			35,173	2,181	510	3,447	10,933	52,244		
Incentive																	
Incentive										375	23	5	0	0	404		
Total Manager's Office										178,373	11,059	2,586	17,444	43,400	252,862		
Protect Services					7/1												
Luke Bugg		590.27				638.40	26			16,598	1,029	241	1,627	5,677	25,172		
Incentive										125	8	2	0		135		
Other Wages																	
Total Fire Marshal						12-41900				16,723	1,037	242	1,627	5,677	25,306		
GIS					7/1												
Dana Leonard		15.00	CL	0.0%	10	15.00	26			31,200	1,934	452	3,058	5,677	42,321		
Incentive										125	8	2	0	-	135		
Total							401			31,325	1,942	454	3,058	5,677	42,456		
Full-Time Wages						401-12				209,698	17,576	4,111	25,821	84,158	415,158		
Total Adm/Probate										296,447	18,380	4,298	27,079	89,835	436,043		

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Fixed Amount 1.00

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Fixed Amount 1.00

DEPARTMENT: County Clerk										Quay County				Fiscal Year 2021-2022							
Round off all figures to the Nearest \$ Except Rate of Pay										Personnel Services Schedule											
Position Title		Current		Type		Salary		New		# of		A		B		C		F		A-G	
and		Rate/Hr or		of		Increase		Rate/Hr or		Pay		Annual		0.00% P.D.		1.45% P.D.		County		Total	
Name of		Bi-Weekly		Inc.		%		Bi-Weekly		Per-		Salary		6.20% Reg.		9.8% Reg.		Share		Personal	
Employee		Salary		Inc.		Inc.		Salary		iods				FICA		PERA		Health Ins		Services	
Elected Official		58,360																75%		Columns A-G	
Ellen White								58,360		26		58,360		3,618		846		5,719		10,933	
Deputy Clerk						7/1															
Veronica Marez		52,524		C.L.		07		52,524		26		52,524		3,256		762		5,147		8,757	
Part-Time												5,000		310		73				5,383	
Admin Support						7/1															
Robert J. McClelland		15,450		C.L.		07		16,45		26		34,216		2,121		496		3,353		4,889	
Incentive												375		23		5		0		0	
																		</			

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Fixed Amount 1.00

DEPARTMENT: Detention Center										Quay County		Personnel Services Schedule				Fiscal Year 2021-2022			
Round off all figures to the Nearest \$ Except Rate of Pay										A		B		C		F		A-G	
Position Title										Annual Salary		0.00% P.D.		19.15% P.D.		County Share		Total	
Name of Employee										Pay Periods		FICA		Medicare		Health Ins		Services	
														PERA		75%		Columns A-G	
Officials/Admin																			
Christopher Birch	1920.000	0	1.00	00	2000.00	26	52,000	754	5,096	14,318	75,392								
Officials/Admin				1-Jul															
Johnny Reid	21.000	0	1.00	00	22.00	26	45,760	664	4,484	16,644	70,389								
Protect Services				1-Jul															
Heather Martinez	16.610	0	1.00	00	17.61	26	38,460	558	3,769	4,889	50,060								
Protect Services				1-Jul															
John L Brown	19.290	0	1.00	00	20.29	26	44,313	643	4,343	5,677	57,723								
Protect Services				1-Jul															
Georgia Gallegos	17.660	0	1.00	00	18.66	26	38,813	563	3,804	10,933	56,519								
Protect Services				1-Jul															
Johnny Anaya	16.400	0	1.00	00	17.40	26	36,192	525	3,547	8,757	51,265								
Protect Services				1-Jul															
Christopher Eccles	15.650	0	1.00	00	16.65	26	36,364	527	3,564	10,176	52,885								
Protect Services				1-Jul															
Vacant	14.330	0	1.00	00	14.33	26	31,297	454	3,067	53	36,811								
Protect Services				1-Jul															
Justin Benavidez	14.330	0	1.00	00	15.33	26	33,481	485	3,281	53	39,376								
Protect Services				1-Jul															
Diana Antunez	14.330	0	1.00	00	15.33	26	33,481	485	3,281	53	39,376								
Protect Services				1-Jul															
Pete Vargas	15.670	0	1.00	00	16.67	26	36,407	528	3,568	53	42,813								
Protect Services				1-Jul															
Raul Vargas	15.720	0	1.00	00	16.72	26	36,516	529	3,579	4,889	47,777								
Protect Services				1-Jul															
Dylan Eccles	14.330	0	1.00	00	15.33	26	33,481	485	3,281	53	39,376								
Protect Services				1-Jul															
Samantha Brake	14.330	0	1.00	00	15.33	26	33,481	485	3,281	53	39,376								
Protect Services				1-Jul															
Dominic Quintana	14.330	0	1.00	00	15.33	26	33,481	485	3,281	5,677	45,000								

Fixed Amount 1.00

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Fixed Amount 1.00

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Fixed Amount 1.00

DEPARTMENT: Road								Quay County				Fiscal Year 2021-2022			
								Personnel Services Schedule							
Round off all figures to the Nearest \$	Except	Rate of Pay						A	B	C	D	G	A-H		
Position Title	Current	Salary					# of					County	Total		
Name of	Rate/Hr or	Type	Inc.	Eff.	Date	Rate/Hr or	Pay	Annual	0.00% P.D.	1.45% P.D.	C	Share	Personal		
Employee	Bi-Weekly	of	Inc.	%		Bi-Weekly	Per-	Salary	6.20% Reg.	1.45% Reg.	0	Health Ins	Services		
	Salary	Inc.		Inc.		Salary	iods		FICA	Medicare	PERA	75%			
Blade Operator					7/1										
Vacant	15.00	0	0.00	0	0	15.00	26	31,200	1,934	452	3,058	12,712	49,356		
Truck Driver					7/1										
Frank Blea	14.18	0	1.00	0	0	15.18	26	31,574	1,958	458	3,094	14,318	51,402		
Incentive Pay								2,125	132	31	0	0	2,288		
Total Roads						402		569,278	35,295	8,255	55,581	103,599	772,008		

DEPARTMENT: Sheriff's										Quay County				Fiscal Year 2021-2022									
Round off all figures to the Nearest \$ Except Rate of Pay										Personnel Services Schedule													
Position Title and		Current		Salary		New		# of		A		B		C		D		G		A-H			
Name of Employee		Rate/Hr or Bi-Weekly Salary		Type of Inc.		Increase %		Rate/Hr or Bi-Weekly Salary		Pay Per-iods		Annual Salary		0.00% P.D. 6.20% Reg. FICA		1.45% P.D. 1.45% Reg. Medicare		19.15% P.D. 9.8% Reg. PERA		County Share Health Ins 75%		Total Personal Services	
Sheriff																							
Russell Shafer																							
Undersheriff																							
Dennis Garcia																							
Protect Services																							
Larry L Cooksey																							
Protect Services																							
Rudy Vallejo																							
Protect Services																							
Riley Bruhn																							
Protect Services																							
Richard C Huffman																							
Protect Services																							
Tyler Davis																							
Admin Support																							
Rachel Dudley																							
Extra Straight Time Wages																							
Elected Official Salaries																							
Full-Time Wages																							
Part-Time Wages																							
Holiday Wages																							
Overtime																							
Total Sheriff																							
Incentive																							
Holiday Pay																							
Overtime Pay																							
Total Sheriff																							

Fixed Amount 1.00

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NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

2021 EMPG SUB-GRANT APPLICATION COVER SHEET

APPLICANT NAME: Quay County

AGENCY/DEPARTMENT: Quay County Office of Emergency Management

ADDRESS: 300 S 3rd St Tucumcari, NM 88401

FEDERAL FUNDS REQUESTED: \$ 21,228.00COST SHARE MATCH FUNDS: \$ 21,228.00HARD MATCHTOTAL PROJECT FUNDS: \$ 42,456.00

APPLICANT POINT OF CONTACTS:

PROGRAM POC: Daniel Zamora TITLE: County ManagerADDRESS: 300 S 3rd St Tucumcari, NM 88401PHONE: (575)461-2112 EMAIL: daniel.zamora@quaycounty-nm.govFISCAL POC: Cheryl Simpson TITLE: Finance DirectorADDRESS: 300 S 3rd St Tucumcari, NM 88401PHONE: (575)461-2112 EMAIL: cheryl.simpson@quaycounty-nm.govAgency Federal Tax Identification Number: 856000238Agency Data Universal Numbering System (DUNS) Number: 51336105

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

Completed required registration/annual update in Systems Award Management (SAM):

DATE: 3/1/2021 h (Must Initial)

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

CAGE Number: 5RFT1 (found within your completed SAM)

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

My jurisdiction has a property/equipment tracking and monitoring system in place that complies with the requirements set forth in 2 CFR 200.313

Must Initial One:

Yes: hNo:

An Environmental Historic Preservation (EHP) screening form is included for any equipment items included in our budget.

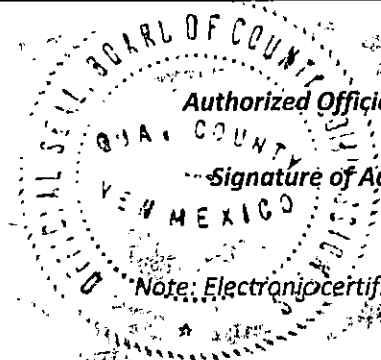
Must Initial One:

Yes: N/A h

Federal funds cannot be matched with other Federal funds. The subrecipient's contribution must be specifically identified. These non-Federal contributions have the same eligibility requirements as the Federal share.

DATE: 5/21/2021 h (Must Initial)Authorized Official for the Agency: Franklin McCaslandSignature of Authorized Official: Franklin McCaslandDate Signed: 5-24-21

Note: Electronically certified signature is acceptable. Scan of hard copy wet ink signatures are also acceptable.



EMPG GRANT APPLICATION

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT 2021 EMPG SUB-GRANT APPLICATION CERTIFICATION

APPLICANT NAME: Quay County

COUNTY SEAT: Tucumcari

EMPG STATUS: Recurring Program (Modifications to Current Personnel Funding)

EMPG PROGRAM PARTICIPANTS:

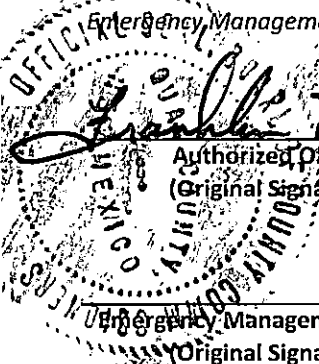
List all program participants in your emergency management program. Identify any participants that will benefit from your EMPG program. *Include all soft-match participants. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position.*

Vacant

Emergency Manager

CERTIFICATION:

This application, together with the approved EMPG Statement of Work and Cumulative Progress Report constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work and Cumulative Progress Report approved by the New Mexico Department of Homeland Security and Emergency Management.



[Handwritten Signature]
Authorized Official
(Original Signature)

Franklin McCasland
Printed Name

5/24/21
Date

[Handwritten Signature]
Emergency Management Official
(Original Signature)

Daniel Zamora
Printed Name

Date

Note: Electronic certified signature is acceptable. Scan of hard copy wet ink signatures are also acceptable.

Completed forms and application materials can be sent by email or mail to:

E-Mail Address:

Physical Address: (Fed Ex or UPS)

DHSEM.LocalPrepared@state.nm.us

NMDHSEM
Local Preparedness Program
13 Bataan Blvd
Santa Fe, NM 87508

10

Personnel (include both position and name for each individual to be reimbursed with EMPG funds) A job description for each position must be submitted along with the detailed budget worksheet. If the applicant is utilizing another position to match the EMPG funded position, the applicant must submit a job description for the cost-match position.

Position Title	Employee Name	Total Annual Salary	Total Annual Benefits	Total Annual Cost	EMPG Federal Grant	EMPG Local Match	Percentage EMPG Fund	Total FTE	Total EMPG Cost (Grant + Match)	Job Description Submitted
Emergency Manager	Vacant	\$ 31,325.00	\$ 11,131.00	\$ 42,456.00	21,228.00	21,228.00	100%	42,456.00	42,456	YES
				\$ -	0.00	0.00	100%	0.00	0	
				\$ -	0.00	0.00	100%	0.00	0	
				\$ -	0.00	0.00	100%	0.00	0	
				\$ -	0.00	0.00	100%	0.00	0	
				\$ -	0.00	0.00	100%	0.00	0	
				\$ -	0.00	0.00	100%	0.00	0	
Total Personnel		\$ 31,325.00	\$ 11,131.00	\$ 42,456.00	21,228.00	21,228.00		42,456.00	42,456	

Each position/person listed above **MUST** complete the minimum 24 hours of training, NIMS, PDS and/or Basic Academy courses.

Each position/person listed above MUST complete the minimum 24 hours of training, NIMS, PDS and/or Basic Academy courses.

[illegible]

Name of emergency management personnel, if not EMPG funded and listed above:

4 DETAILED BUDGET FORM

Quay County

Job Description

TITLE:	Emergency Manager	
DEPARTMENT:	Emergency Management	FLSA: Exempt
PREPARED:	December 2018	

Summary: Under limited supervision, oversees and manages day-to-day operational aspects of the department and prepares grant proposals and manages grants.

Essential Job Functions: *The list that follows is not intended as a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.*

- Researches the availability, applies for and manages a variety of grants from the New Mexico Department of Homeland Security; manages grants such as the Emergency Management Performance Grant (EMPG), Office for Domestic Preparedness (ODP) and any other available grants.
- Prepares grant proposals; sets up and maintains financial records and requirements; prepares periodic reports for the grants.
- Assists in the development of the annual budget.
- Assists in the development of tabletop, functional and full-scale exercises; prepares and maintains all documentation related to the exercises as required by the State.
- Participates in the Quay County Local Emergency Management Planning Committee and other committees as assigned; represents the County on the Public Health Committee and the New Mexico Emergency Managers Association.
- Provides assistance with the maintenance and upkeep of the Quay County Emergency Operations Center (EOC); ensures all materials and supplies are available; maintains the list of trained personnel that can be called upon should the EOC be activated.
- Provides technical assistance in the development and maintenance of the Quay County All Hazards Emergency Operations Plan, Pre-Disaster Mitigation Plan and the Quay County Hazard Analysis.
- Disseminates information to the general public relating all-hazard preparedness.
- May respond to disasters and emergency situations requiring additional resources.
- Provide assistance to the Tucumcari/Quay Regional Emergency Communications Center.
- Performs other related duties as assigned.

Required Knowledge and Skills:

- Knowledge of the principles and practices of emergency management.
- Knowledge of grant writing, management and reporting processes.
- Knowledge of supervisory principles, practices and methods.
- Knowledge of the organization and operations of local government agencies.
- Knowledge of County policies and procedures.
- Knowledge in NIMS compliance requirements.
- Skill in developing and maintaining hazard assessment plans.
- Skill in providing training on specified emergency management topics.
- Skill in effectively supervising, leading and delegating tasks and authority.
- Skill in operating a personal computer and software applications.

Job Description
Emergency Manager

- Skill in following and effectively communicating verbal and written instructions.
- Skill in working independently or as a team member.
- Skill in communicating effectively, both orally and in writing.
- Skill in planning and implementing policies and procedures.
- Skill in establishing and maintaining effective working relationships with elected officials, County staff and the general public.

Education and Experience

- High School diploma or GED equivalent.
- Three (3) years' experience in emergency management preferred.
- All EMPG-funded personnel shall complete the following training requirements and provide proof of completion and/or progress on a quarterly basis, National Incident Management System (NIMS) Training: IS 100; IS 200, IS 700, IS 800, IS 701, IS 702, IS 703, IS 706; FEMA Professional Development Series (PDS): IS 120.a; IS 230.c; IS 235.b; IS 240.a; IS 241.a; IS 242.a; and IS 244.b; or the most current version from the FEMA Emergency Management Institute (EMI).
- Must have or successfully complete the FEMA Professional Development Series within one (1) year of hire.
- Must have or successfully complete ICS-400 within one (1) year of hire.
- Knowledge in developing Incident Action Plans/Emergency Action Plans.
- State of New Mexico Driver's license Class E.

Suggested Education and Experience

- New Mexico Certified Emergency Manager (NMCCEM) Is Preferred
- Minimum of New Mexico EMT-B Medical License.

Environmental Factors and Conditions/Physical Requirements:

- Work is performed in an office environment; may be subject to repetitive motion such as typing, data entry and vision to monitor; may be subject to extended periods of intense concentration in the review of documents and reports.
- May be subject to bending, reaching, kneeling and lifting such as retrieving files, records, and reports.

Equipment and Tools Utilized:

- Equipment utilized includes computerized and conventional office equipment.

Approvals:

Employee:	_____	Date:	_____
Supervisor	_____	Date:	_____
Department Head:	_____	Date:	_____

PROJECT BUDGET NARRATIVE
PROJECT BUDGET NARRATIVE

JURISDICTION NAME: Quay County

Provide a brief description of the jurisdictions emergency management priorities and initiatives that will be addressed with EMPG funds.

1	<p><i>Overview of the jurisdictions risk profile resulting from the current THIRA.</i></p> <p>Quay County hosts a number of events throughout the year and is home to 65 miles of Interstate 40 and several highways. A Mass Casualty Incident during one of these events, in our schools, public buildings or on one of our highways would overwhelm local resources. Quay County also has a rail line, rail yard and municipal airport in addition to our major interstate and several major highways running though the most populated parts of the County. Hazardous materials are known to be shipped through Quay County every day adding to the risk profile of the County. While the eastern plains of New Mexico do not exhibit the typical characteristics of communities that are highly prone to fire the County still has a significant Wildland Urban Interface threat. Grasses in the region are the predominant fuel type and the topography is flat and rolling which creates an environment that is familiar to high-speed wind events. A pandemic has also been identified as a significant threat to the citizens of Quay County due to the limited healthcare resources available in Quay County.</p>
2	<p><i>Areas of need identified through assessment processes such as the emergency management strategic plans, tactical interoperable communications plans or other emergency management assessment processes.</i></p> <p>The need for planning in Quay County is paramount in order to provide a foundation for developing the core capabilities necessary to achieve The National Preparedness Goal. Maintenance and modification of the Quay County Emergency Operations Plan is needed to provide that foundation. The Quay County Tactical Interoperability Communications Plan requires additional updates in order to fill known communications gaps in training, exercise and equipment. The need for development of a Mass Casualty Incident Plan and Evacuation Plans for high risk areas has been identified in the Quay County Threat and Hazard Identification & Risk Assessment. Increased National Incident Management System training for first responders and government administrations is needed in order to increase operational coordination.</p>
3	<p><i>Baseline inventory of where your jurisdiction is now, relative to goals and objectives identified in relevant strategic plans per CPG 101 v2.</i></p> <p>Although Quay County has a fully promulgated Emergency Operations Plan and a Tactical Interoperability Communications Plan, operational plan maintenance, modification and updates remains a top capability target in order to provide a foundation for development of catastrophic event incident plans such as a Mass Casualty Incident Plan and Evacuation Plans required to prevent, protect against, mitigate, respond to and recover from the threats and hazards that pose the greatest risk to the whole community.</p>

5/2	<p>4 <i>Emergency management priorities and planning focus for current budget year (including linkage to the core capabilities identified in the Goal.</i></p> <p>Planning remains the priority of The Quay County Office of Emergency Management for the current budget year and includes continued maintenance, modification and update of the Quay County Emergency Operations Plan and Tactical Interoperable Communications Plan as well as development of a Mass Casualty Incident Plan and Evacuation Plan. Planning was minimal last year due to pandemic response and lessons learned will need to be integrated into existing plans. Hiring a new Emergency Manager will be necessary in order to accomplish these priorities.</p>
	<p>5 <i>Detailed Budget Narrative justifying the requested funding for the identified work plan activities.</i></p> <p>The previous Emergency Manager has been promoted to County Manager and a new Emergency Manager will be hired if funding is available. The new Emergency Manager will perform Emergency Management duties 100% of the time and the Emergency Management Performance Grant funding being requested will be used to accomplish the activities outlined in the EMPG Work Plan by funding 50% of the salary and benefits needed to staff the position of the Quay County Emergency Manager who develops emergency management planning activities.</p>
	<p>6 <i>Detailed description of how projects and programmatic activities support the building or sustainment of the core capabilities of the core capabilities as outlined in the Goal.</i></p> <p>The training and planning focus of this work plan spans all five National Preparedness Goal mission areas and will provide a methodical way to engage the whole community in the development of a strategic, operational and community based approach to preparedness.</p>

WORK PLAN / CUMULATIVE QUARTERLY REPORT
NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT
2021 EMPG SUB-GRANT APPLICATION TRACKING SHEET

ENTER JURISDICTION NAME HERE

REPORTING QUARTER:

XX	ANNUAL WORK PLAN SUBMISSION
	First Quarter (Due 10/15/21)
	Second Quarter (Due 1/15/22)
	Third Quarter (Due 4/15/22)
	Fourth Quarter (Due 7/15/22)

Digital File Submitted

Jurisdiction IPP (similar to MYTEP): 5/28/2021

5/28/2021

Date of Fully Promulgated EOP: 5/20/2019

5/20/2019

Date of FEMA APPROVED NHMP: 7/10/2018

7/10/2018

Date of THIRA: 5/27/2020

5/27/2020

Date of NIMS Approved Assessment: 10/1/2020

9/30/2020

Job Description for Each Funded Position: 5/28/2021

Identified and Fully Functional Emergency Operations Center: Building Name: Quay County Courthouse

Physical Address: 300 S 3rd St

Tucumcari, NM 88401

Date of Last EOC Activation/Exercise: 3/20/2020

When completion of an activity involves production of a tangible product, i.e. Emergency Operations Plan, any kind of Plan or Annex, etc. the jurisdiction will provide an electronic copy of that product to DHSEM's Local Preparedness Program upon completion.

Copies of training certificates are only required to document the completion of the federally mandated National Incident Management System (NIMS) and Professional Development Series (PDS) courses for new EMPG funded staff.

A failure to meet all requirements in the Work Plan, or for submitting fiscal and/or programmatic reports late, may result in:

- » Ineligibility for EMPG funding for FY2021;
- » Program reimbursement part, or all of the awarded FY 2021 awards funds;
- » Suspension from the EMPG Program; or
- » Any combination thereof.

2021 EMPG SUB-GRANT APPLICATION WORK PLAN

JURISDICTION:

Quay County

Quarter 1	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY/REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
7/1/2021 to 09/30/2021	EMPG Required Training	Mitigation	Op Coordination	Credentialing	Training Certificates	Emergency Manager	
	Complete NIMS Assessment	Response	Operational Coordination	NIMS Assessment	Assessment Completion	Emergency Manager	
Quarter 2	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
10/1/2021 to 12/31/2021	EOP Maintenance	Response	Planning	Incident Management	ESF Update	Emergency Manager	
	Update TICP	Response	Operational Communications	TICP	Equipment Inventory	Emergency Manager	
	Develop MCI Plan	Response	Planning	Mass Care Planning	Plan Development	Emergency Manager	
	Develop Evacuation Plan	Protection	Planning	Evacuation Planning	Plan Development	Emergency Manager	
Quarter 3	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY/REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
1/1/2022 to 03/31/2022	EOP Maintenance	Response	Planning	Incident Management	ESF Update	Emergency Manager	
	Update TICP	Response	Operational Communications	TICP	Equipment Inventory	Emergency Manager	
	Develop MCI Plan	Response	Planning	Mass Care Planning	Plan Development	Emergency Manager	
	Develop Evacuation Plan	Protection	Planning	Evacuation Planning	Plan Development	Emergency Manager	
Quarter 4	PROJECTED ACTIVITIES	MISSION AREA	CORE CAPABILITY	TYPE OF ACTIVITY	ACTIVITY REPORTING	EMPG FUNDED POSITION(S) RESPONSIBLE	LPP COMMENTS
4/1/2022 to 06/30/2022	EOP Maintenance	Response	Planning	Incident Management	Promulgation	Emergency Manager	
	Update TICP	Response	Operational Communications	TICP	Promulgation	Emergency Manager	
	Develop MCI Plan	Response	Planning	Mass Care Planning	Plan Development	Emergency Manager	
	Develop Evacuation Plan	Protection	Planning	Evacuation Planning	Plan Development	Emergency Manager	
	THIRA Review	Mitigation	Threat and Hazard Identification	THIRA	Assessment Completion	Emergency Manager	