



QUAY COUNTY GOVERNMENT

300 South Third Street

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AGENDA REGULAR SESSION QUAY COUNTY BOARD OF COMMISSIONERS AUGUST 23, 2021

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session August 9, 2021

Approval/Amendment of Agenda

Public Hearing

Franklin McCasland, Quay County Commission Chairman

- **Quay County Infrastructure Capital Improvement Plan (ICIP)**

Public Hearing Adjourned

Public Comment

Ongoing Business

New Business

- I. Kathy Elliott, Lobbyist**
 - Discussion of New Mexico Infrastructure Capital Improvement Plan (ICIP) Priorities
- II. C. Renee Hayoz, Presbyterian Medical Services, Administrator**
 - Presentation of Monthly RPHCA Reports
- III. Lucas Bugg, Quay County Fire Marshall**
 - Request Approval of Fire Protection Grant for Rural 1 Fire, Jordan Fire and Porter Fire
- IV. Cheryl Simpson, Quay County Finance Director**
 - Request Approval of NM Department of Finance Administration Local Government Division (NMDFA-LGD) Appropriation Agreement - QCDC



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Quay County, NM Ellen White - County Clerk, County Cle



- V. **Larry Moore, Quay County Road Superintendent**
 - **Road Update**
- VI. **Daniel Zamora, Quay County Manager**
 - **Correspondence**
- VII. **Indigent Claims Board**
 - **Call Meeting to Order**
 - **Request Approval of Indigent Minutes for the July 26, 2021 Meeting**
 - **Request Approval of Claims Prepared by Sheryl Chambers**
 - **Adjourn**
- VIII. **Request Approval of Accounts Payable**
- IX. **Other Quay County Business That may Arise During the Commission Meeting and/or Comments from the Commissioners**
- X. **Request for Closed Executive Session**
 - **Pursuant to Section 12-6-5 NMSA 1978 of the Audit Act for FY 2021 Virtual Audit Entrance Conference with CRI CPAs**
 - **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**
- XI. **Franklin McCasland, Quay County Commission Chairman**
Proposed action, if any, from Executive Session

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 23, 2021

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 23rd day of August, 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
Patsy Gresham, Quay County Treasurer
Alan Shelton, Quay County Emergency Manager
Lucas Bugg, Quay County Fire Marshal
Richard Primrose, Quay County Consultant
Kathy Elliott, Clint Harden & Associates
C. Renee Hayoz, Presbyterian Medical Services, Administrator
Patty Stull, Behavioral Therapist for Presbyterian Medical Services
Ron Warnick, Quay County Sun

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

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the August 9, 2021 regular session minutes as presented. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

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

Chairman McCasland called the Public Hearing for discussion regarding the Quay County Capital Improvement Plan (ICIP) to order. Time noted 9:05 a.m.

Chairman McCasland requested input from anyone in the audience regarding the Plan. The following notes were taken:

- McCasland and Larry Moore, Quay County Road Superintendent, discussed equipment needed for the Road Department. Asphalt Tanks and Dump Trucks were discussed.
- Renee Hayoz, PMS Administrator requested the gravel parking lot at the Health Clinic be paved.
- Commissioner Lopez asked how specific items needed to be and if generalizing would be more beneficial.
- Cheryl Simpson, Quay County Finance Director mentioned many items on the current Plan are likely to be higher in cost projections than when initially placed on the Plan.

No additional comments were made. Chairman McCasland ended the Public Hearing. Time noted 9:15 a.m.

Public Comments: None

NEW BUSINESS:

Kathy Elliott, Lobbyist from Clint Harden & Associates gave a brief overview of the expected Capital Outlay process and projections. Elliott reported conversations have already begun with the Senators and Representatives to better ensure they understand the needs of the counties they represent. Elliott said the projects listed on an ICIP are usually expensive projects. It's been suggested, when possible, to divide those into phases so the dollars allocated can be divided more equitably. Elliot reported the Legislative Finance Committee is set to meet this Friday, and a better idea of the funds that might be available could be known following the meeting.

C. Renee Hayoz, Presbyterian Medical Services Administrator introduced their new Behavioral Health Specialist, Patty Stull.

Hayoz provided a copy of the monthly RPHCA Report and provided the following updates:

- Covid screenings are being conducted daily and vaccines being offered from 8:00 a.m. to 10:00 a.m. and 2:00 p.m. to 4:00 p.m. by appointments.
- Masks are required by all employees and patients regardless of their vaccination status.
- 3rd dose vaccines will be offered to critical care patients. Notifications will be sent from the Department of Health to those clients. However, patients are urged to contact their PCP for information.

Lucas Bugg, Quay County Fire Marshall, requested approval of the Fire Protection Grants for the following Departments:

- Conservancy District 1 – Tanker – Grant Request \$300,000.00; Department Funds \$6,904.00; Total Project Cost \$306,904.00.
- Jordan Fire District – Facility Addition – Grant Request \$150,000.00; Department Funds \$25,000.00; Total Project Cost \$175,000.00

- Porter Fire District – Wildland Apparatus – Grant Request \$264,000.00, which is the total cost of this Project.

A MOTION was made by Jerri Rush, SECONDED by Robert Lopez to approve the above described Grant Applications. MOTION carried with Rush voting “aye”, Lopez voting “aye” and McCasland voting “aye”. Copies are attached.

Bugg noted he received notice there has been an increase to the funding available and he has encouraged every Department to apply.

Cheryl Simpson, Quay County Finance Director, requested approval of the NM Department of Finance Administration Local Government Appropriation Agreement for the Quay County Detention Center upgrades in the amount of \$335,000.00 awarded in 2021. These upgrades will be in the form of various security measures taken at the facility. A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Lopez voting “aye”, Rush voting “aye” and McCasland voting “aye”. A copy is attached to these minutes.

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

- Received 10,376 cubic yards of millings for the 2020-2021 School Bus Projects. Quay Road M is ½ mile and the crews will start on it today. Followed a ½ mile on Quay Road 60 and 2 miles on Quay Road 64.
- Crews are mowing on Quay Road AI from the Airport to Mine Canyon.
- A mechanic will be onsite today to make repairs to the Reclaimer.
- Moore will attend a meeting in Hobbs tomorrow regarding the upcoming NMC Conference and ROADEO.

Chairman McCasland inquired as to when the Quay Road AF project will begin. Moore stated when the Reclaimer has been repaired and can be trusted not to break down, as once the project starts, it can’t stop for these types of breakdowns. An additional Reclaimer may need to be leased to complete the project.

Commissioner Rush voiced concern over the string of accidents at US Hwy 54 and Quay Road AI intersection. She has personally called the State Department of Transportation to voice concerns and asked for immediate signage to make drivers aware of the dangerous intersection.

Quay County Manager, Daniel Zamora presented the following items of correspondence:

- Provided a copy of the monthly Gross Receipts Tax Report.
- Reported the FDA full approval of the Pfizer vaccine. The Public Health Office is offering both Pfizer and Moderna by appointment.

Chairman McCasland called the Indigent Claims Board to order. Time noted 9:50 a.m.

---INDIGENT BOARD MEETING---

Indigent Claims Board was adjourned and the Board returned to regular session. Time noted 9:55 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush to approve the expenditures included in the Accounts Payable Report ending August 20, 2021. MOTION carried with Lopez voting "aye", Rush voting "aye" and McCasland voting "aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners:

County Clerk, Ellen White reminded everyone that Tuesday, August 24th is filing day for candidates interested in positions on the Local Election Ballot.

Chairman McCasland asked Quay County Treasurer, Patsy Gresham, about the upcoming Tax Sale Auction. Gresham stated her displeasure with the process, indicating at this time only 11 properties are set for the auction.

Chairman McCasland requested a five-minute break. Time noted 10:10 a.m.

Return to regular session. Time noted 10:15 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 12-6-5 Audit Act for FY21 Virtual Audit Entrance Conference with CRI CPA'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 for Purchase, Acquisition or Disposal of Real Property or Water Rights.

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

Time noted 10:16 a.m.

---Executive Session---

Return to regular session. Time noted 11:30 a.m.

A MOTION was made by Robert Lopez, SECONDED by Jerri Rush that only the items listed above were discussed in Executive Session. MOTION carried with Lopez voting "aye", Rush 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 Lopez voting "aye", Rush voting "aye" and McCasland voting "aye". Time noted 11:35 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

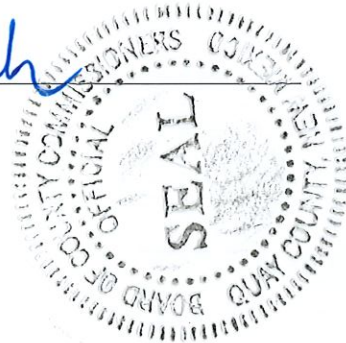

Franklin McCasland


Robert Lopez


Jerri Rush

ATTEST:


Ellen L. White, County Clerk



Infrastructure Capital Improvement Plan FY 2022-2026

Quay County Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Amount Not Yet Funded	Phases?
36219	2022	001	Quay Road 63 Construction	Transportation - Highways/Roads/Bridges	0	1,250,000	0	0	0	0	1,250,000	1,250,000	No
36222	2022	002	Quay Road 62.9 Construction	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	No
27887	2022	003	Quay County Detention Center Renovations	Facilities - Other	225,000	500,000	0	0	0	0	725,000	500,000	No
24423	2022	004	Bridge #1042 on Historic Rt. 66	Transportation - Highways/Roads/Bridges	0	250,000	3,000,000	0	0	0	3,250,000	3,250,000	Yes
37518	2022	005	Sheriff's Vehicles	Vehicles - Public Safety Vehicle	0	200,000	0	0	0	0	200,000	200,000	No
36223	2022	006	Quay Road AR Construction	Transportation - Highways/Roads/Bridges	0	1,500,000	0	0	0	0	1,500,000	1,500,000	No
35893	2022	007	Quay Road AP Construction	Transportation - Highways/Roads/Bridges	0	550,000	300,000	0	0	0	850,000	850,000	No
31133	2022	008	Asset Management Procedure Plan	Other - Other	50,000	100,000	0	0	0	0	150,000	100,000	No
37753	2022	009	Fire & EMS Radio Equipment Upgrade	Equipment - Public Safety Equipment	0	100,000	0	0	0	0	100,000	100,000	No
32711	2023	001	Ute Reservoir Watershed Restoration	Water - Storm/Surface Water Control	0	0	500,000	0	0	0	500,000	500,000	No
23125	2023	002	Dump Truck Equipment	Equipment - Other	0	0	350,000	0	0	0	350,000	350,000	No
23127	2023	003	Pneumatic Roller	Equipment - Other	0	0	170,000	0	0	0	170,000	170,000	No
27731	2023	004	Courthouse Window Replacement	Facilities - Administrative Facilities	0	0	1,164,000	0	0	0	1,164,000	1,164,000	No

Thursday, September 10, 2020

Quay County/CIP 10000

Infrastructure Capital Improvement Plan FY 2022-2026

23108	2024 001	Dozer Equipment	Equipment - Other	0	0	0	750,000	0	0	750,000	750,000	No
22058	2024 002	County Vehicles	Transportation - Other	0	0	0	300,000	0	0	300,000	300,000	No

Number of projects: 15

Funded to date: 275,000

Year 1: 5,450,000 Year 2: 5,484,000 Year 3: 1,050,000 Year 4: 0 Year 5: 0 Total Project Cost: 12,259,000 Total Not Yet Funded: 11,984,000

Grand Totals

Clinic/Program Name: Quay County Family Health Center
Month Reported: July 2021

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.

1. **Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**
Video, Telephonic and Face to Face visits are being offered.
2. **Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**
None.
3. **Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**
Encounters were over for the month; for the second straight month in a row. However, we had several days of provider PTO. Our new provider is also becoming established with the community and is getting new patients daily.
4. **Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**
5.
Initial offer to BH Interventionist was rescinded. Second BH Interventionist applicant was interviewed and has been selected. Estimated start date will be in August.
6. **Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**
BH Interventionist through FB pages, PMS advertising and Indeed
7. **Were there any changes to the hours? Explain.**
No changes were made. Clinic hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.
8. **What efforts did you make to collaborate with local and statewide entities?**
- Quay Co Health Council
9. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.**
Site continues to provide care at the Quay County Detention Center.
10. **Please describe the outreach activities your program and staff provided to the community during the month reported.**
COVID screenings and vaccinations are still being conducted but we have seen a major slow down with both screenings and vaccinations.

11. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.**
RHPCA FY21 Funding

Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.

Meeting was held on June 9, 2021

Welcome and Introductions

Regional Goals

- Dental Access
- Behavioral Health
- PMS Board Meeting
- Advisory Board Engagement

Clinic Update

- Introduction of Michelle Dean
- Update by Medical Director, LaDonna Chacon
- Televisits
- Staffing Update
- MA Office Renovations
- Quality Indicators
- Postcard Mailer introducing Michelle Dean to Quay and Harding County and the community of Conchas Dam.
- Decrease in COVID testing and vaccines

Home Visiting Update

- Enrollment Numbers
- Program Updates

RPHCA Program
Monthly Level of Operations Form

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	23169
Reporting Site: Quay County Family Health Center		Report Month/Year:	07/01/21
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		411
	By Provider Type:		
	Physician Encounters		0
	Midlevel Practitioner Encounters		411
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		37
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		125
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Unduplicated Number of Users	Total # of unduplicated users	
At or Below Poverty		174	
Between Poverty and 200% of Poverty		124	
Above 200% of Poverty		32	
Staffing Level	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians		
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
	Clinical Support Staff	3	
All Other Staff	0.5		
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources		109,655
	Sliding Fee Revenues - Medical		5,200
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		50,275
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 rd Party Revenues		10,298
	Medicare Revenues		14,313
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		274
	Contracts/Grants Revenues (including RPHCA)		29,295
	Total Primary Care Expenditures		78,759
	Total Primary Care Charges		97,147
	Sliding Fee Discounts - Medical		12,125
	Sliding Fee Discounts - Dental		0
Prepared by: C Renee Hayoz		8/9/2021	

APPLICATION FOR FY22 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2021 to September 15, 2021

The New Mexico Fire Protection Grant Council has made the following changes to the FY22 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all signatures will not be considered.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of **July 2018 to June 2019** at the time the application period closes will not be considered.

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.

• **A notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.

2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application).
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

- Non-compliant (will not be considered for a grant)

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES	
Name of Department/District: Conservancy #1	County: Quay

Department Name: _____ Conservancy #1 _____ County: _____ Quay _____ ISO Rating: _____ 5 _____

Name of Fire Chief (please print) John Hinze	Signature of Fire Chief 	Date 8/23/21
Name/Title of County/Municipal Fiscal Agent (please print) Franklin McCasland, Chairman	Signature of Fiscal Agent 	Date 8/23/21
Mailed, Emailed, or Faxed applications <u>will not</u> be accepted.		

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

Please answer all questions in this application.
Incomplete applications will not be considered.



GENERAL INFORMATION

Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37013
Fire Department Name	Conservancy #1
Fire Chief Name	John Hinze
Insurance Services Office (ISO) Rating	5
County	Quay Rural
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	1
Substations	1
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	PO Box 725
City	Tucumcari
State	NM
Zip Code	88401
Phone number	(575) 461-2760
Email address	pastorjohn@fbctuc.com
Name of Person Completing this application?	Michelle Jaynes
Are you a fire department member?	Yes
How many firefighters?	13
How many are FF-I Certified?	1
How many are FF-II Certified?	0

BUDGET INFORMATION

What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$93,091.00
What is the current Protection Fire Fund distribution?	\$122,889.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$80,882.45
What was the purpose of the approval carryover?	Carryover Was Approved For The Purpose Of Purchasing A New Command Vehicle.
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? Rural Quay County	Number of commercial buildings protected in fire district? 10
Number of homes protected in fire district? 625	What is the permanent resident population of the community you serve? 1875
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	

RESPONSE HISTORY IN THE LAST YEAR

What is your call volume for the past year? (from last year July 1st to this year June 30th)	86			
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 4	Hazardous Condition (IT 400-482) 2	Vehicle Fire (IT 130-138) 37	Service Calls (IT 500-571) 1	Vegetation Fire (IT 140-143) 18
Good Intent Calls (IT 600-671) 2	EMS (IT 300-323) 7	False Calls (700-751) 5	Rescue (IT 331-381) 10	Other 0

WATER AVAILABILITY

Community hydrant system ? Yes	Total capacity of available water storage(in gallons) 5,000,000.00	Water storage tank with fire hydrant @ station No
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	-	-

TRAINING

Average # of training hours per Firefighter per year : 40	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
2020 Meeting/Training Detail	2020 Meeting Accountability Chart.pdf
2021 Meeting/Training Detail	2021 Meeting Accountability Chart.pdf

APPARATUS

Apparatus is part of the Project?
Yes
Are pump test conducted annually on apparatus?
Yes
Explain if not tested properly: 0

PUMP TESTING

Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
141	1FVHCYDC35HU19857	G65379	1250	08-05-2021	PASS	
142	1FVACBS5BDA5253	G82655	1250	08-05-2021	PASS	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?

No

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
Interstate 40	The district has 28 miles of Interstate 40 that runs through the district. Traffic ranges from your typical civilian travel to government transports with hazardous material to military transports. Because of the straight runs, and hot dry conditions, we receive a high percentage of calls for various reasons from Interstate 40. This adds to the hazard with the extreme truck and car traffic.
Railroad	Union Pacific Railroad runs through our district. The Railroad is in our district and does contribute to a percentage of the calls for service. The district has approximately 27 miles of railroad main lines through the district that carry anything from grain to hazardous material.
Bulk Fuel Storage	Various Farms and Ranches throughout the district have bulk fuel storage.
Bulk Chemical Storage	Farms through out the district have bulk chemicals ranging from pesticides to fertilizers.
Irrigation Canals	Within our district is an irrigation system that runs water from Conchas Lake in San Miguel county to the farmers in our area. This adds miles and miles of concrete ditches, which makes for longer response times as we have to back tract to reach some of the areas.
Abandoned Buildings	Our community has dwended in size since the late 70's when it was booming. Because of this shrinking, we have lots of abandoned buildings which lately have been attacked by alleged arsonists. This is a huge danger to the area with possibilities of fires spreading to become wildland fires as well as the initial danger of the abandoned structures as well.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)**PPE is part of the Project ?**

No

EQUIPMENT NEEDSList in **priority order**, and explain the equipment needs of your department and the total costs of fulfilling the needs.

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Tanker/Tender	1	\$306,904.00
				Total: \$306,904.00

What (specifically) will you purchase if awarded this grant?:

Conservancy Fire District #1 if awarded this grant will purchase a 3000 gallon tender.

Will fulfilling this need impact your organization's ISO rating?:

Yes

Please explain:

By awarding this grant, it will allow Conservancy #1 to move forward with rapidly and effectively serving out area and helping with other areas as well. Many of our areas are a distance from any water source, this amount of gallonage will help us arrive and initially attack the fires with enough water that we will not need to be doing as many water shuttles. This will help us maintain our ISO rating or improve with the amount of water readily available. Most cases this is an immeasurable asset when assessing the needs of a department

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

Our department has seen an increase of responses to structure fires and vehicle fires in the past few years. Nearly 50% of the departments call volume is Interstate 140 related, whether that be MVA's, vehicle fires, vegetation fires, or medical assist calls. With the department responding to calls on a 28 mile stretch of one of the busiest roads in the state, being able to get personnel and equipment on scene safely and in a timely manner is critical.

Along with the added call volume the department has been upgrading and improving its response capabilities whether that be apparatus, PPE equipment, and training. Within the last 6 years this department has gone from an ISO class 9 to and ISO class 5. We are continually working to improve. This grant will allow us to continue on the upgrades to our department and better serve the citizens and those passing through our area of the state.

Regarding the department's budget, the department currently has 2 loans with the annual payment of \$25,270.00. These loans are for a Class A pumper and a wildland apparatus. The department carried over \$ 80,000.00. We had not anticipated carrying over that much, but with the Covid-19 pandemic, and the shut downs that followed, the department held off on making some of the purchases because deliveries could not be guaranteed by the end of the fiscal year. The department will be able to satisfy the excess amount with either current Fire Fund Distribution or with carry over

monies.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

The department hopes to fill a void with the awarding of this grant. Currently the department has 4,750 gallons of water on wheels, but the awarding of this grant will help with the equipment that is facing the end of lifespan. As of now this department is held back by the limitations of aging equipment. Having a new unit will allow for greater versatility within the department. We believe that this unit will allow for more effective fire fighting with the initial attack in the areas of the district that do not have hydrants for structural fire protection.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

With this grant award, it is believed that the community will see the benefits in ways they many never have thought of. Whether it be in structural fire protection outside of an area protected by hydrants, or on a water shuttle on a wildland scene, or simply for public relations at a community event. This project being awarded will be beneficial in providing a water supply to a large area of the district, as well as to the districts mutual aid partners.

Consequences: Describe how the department will address the problem described above if this request is not funded.

If the grant is not funded for this department, the department will have to purchase the equipment in the future once enough carryover has been accrued. The department has several of our first out vehicles nearing the end of its service as front line units with in the next 5 years. Even with Fire Protection Fund monies and NMFA loans, it does not seem likely that the department will be able to stay on the current schedule of apparatus replacement with out this grant.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Tanker/Tender	1	\$306,904.00
				Total: \$306,904.00

Project Cost	\$306,904.00
Total Cost of Equipment	\$306,904.00
Grant amount requested	\$300,000.00
Total amount the Department is responsible for	\$6,904.00
Stipends, Recruiting, Retention and Education Cost	\$0.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the Conservancy Dist. #1 department, certify that the funds are committed to the project for which this application is submitted.

Franklin McCasland, Chairman

Name of County/Municipal Fiscal Agent (please print)

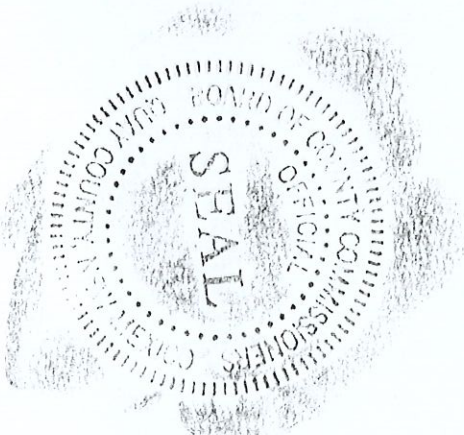
Title

Franklin McCasland

Signature of County/Municipal Fiscal Agent

8/23/21

Date



FY 21 Revision to the application rules for Pump Testing validation.

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the New Mexico Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps with the apparatus pump test form and affidavit completed or the actual pump test records submitted with the application. All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The **Pump Test Data Log** may be used in lieu of the actual pump records, but the affidavit must be signed, notarized, and accompany the application

Affidavit of Completed Annual Pump Tests

I, the undersigned Fire Chief of the Conservancy #1 Fire Department, hereby confirm that I have read the foregoing pump test requirements and the pump tests have been completed in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The information attested to, by the Fire Chief, is true and complete and assume the obligation for my qualifications to the New Mexico Fire Protection Grant Council.

Fire Chief Signature: John E. Hinze

Fire Chief Printed Name: John E. Hinze

Date: 8/23/21

NOTARY

(Signature and seal must be clear and legible)

County of Quay

State of New Mexico

Subscribed and sworn to before me this 23 day of August 2021,
by John E. Hinze

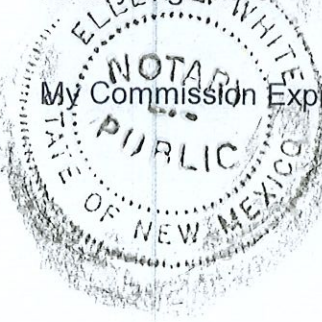
having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

WITNESS my hand and official seal

Ellen L. White
Notary Signature

SEAL

My Commission Expires: 3-21-2023



APPLICATION FOR FY22 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2021 to September 15, 2021

The New Mexico Fire Protection Grant Council has made the following changes to the FY22 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all signatures will not be considered.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of **July 2018 to June 2019** at the time the application period closes will not be considered.

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.

- A **notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.

2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application).
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

- Non-compliant (will not be considered for a grant)

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

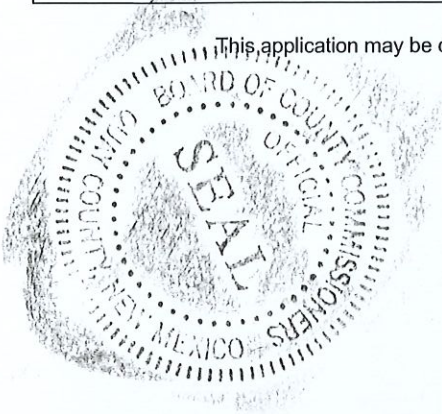
ACKNOWLEDGEMENT/SIGNATURES	
Name of Department/District: Jordan	County: Quay

Department Name: Jordan County: Quay ISO Rating: 8

Name of Fire Chief (please print) Ted Tatum	Signature of Fire Chief 	Date 8-23-21
Name/Title of County/Municipal Fiscal Agent (please print) Franklin McCasland, Chairman	Signature of Fiscal Agent 	Date 8/23/21
Mailed, Emailed, or Faxed applications <u>will not</u> be accepted.		

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

**Please answer all questions in this application.
Incomplete applications will not be considered.**



GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37043
Fire Department Name	Jordan
Fire Chief Name	Tedd Tatum
Insurance Services Office (ISO) Rating	8
County	Quay Rural
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	1
Substations	2
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	4073 St Hwy 156
City	Cuervo
State	NM
Zip Code	88417
Phone number	(575) 458-7621
Email address	tedd@plateautel.net
Name of Person Completing this application?	Tedd Tatum
Are you a fire department member?	Yes
How many firefighters?	33
How many are FF-I Certified?	0
How many are FF-II Certified?	0

BUDGET INFORMATION	
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$201,050.00
What is the current Protection Fire Fund distribution?	\$130,387.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$171,235.54
What was the purpose of the approval carryover?	Carryover Funds Were Approved For Building Addition And Improvements.
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	0%
State Fire Marshal Funds?	100%
Donations?	0%
Fund Drives?	0%
Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	0

COMMUNITY INFORMATION

Name of Community Protected? Jordan, McAlister, and Ima	Number of commercial buildings protected in fire district? 6
Number of homes protected in fire district? 192	What is the permanent resident population of the community you serve? 424
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	

RESPONSE HISTORY IN THE LAST YEAR

What is your call volume for the past year? (from last year July 1st to this year June 30th)	16			
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 0	Hazardous Condition (IT 400-482) 0	Vehicle Fire (IT 130-138) 0	Service Calls (IT 500-571) 4	Vegetation Fire (IT 140-143) 6
Good Intent Calls (IT 600-671) 0	EMS (IT 300-323) 5	False Calls (700-751) 0	Rescue (IT 331-381) 0	Other 1

WATER AVAILABILITY

Community hydrant system ? No	Total capacity of available water storage(in gallons) 100,000.00	Water storage tank with fire hydrant @ station Yes
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	Stock Tanks throughout district	130000

TRAINING

Average # of training hours per Firefighter per year : 24	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
Jordan 2021 Training log	Trainings 2021.pdf
Jordan 2020 Training log	Trainings 2020.pdf

APPARATUS

Apparatus is part of the Project?
Yes
Are pump test conducted annually on apparatus?
Yes
Explain if not tested properly: 0

PUMP TESTING

Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
Unit #1	1FVXJJCR0VL741788	G24168	750	04/23/21	PASS	
Unit #8	1FVACYDJ87HX49772	G68138	500	04/23/21	PASS	
Unit #9	1HTWCAZR8T041155	G75289	1000	03/26/21	PASS	

Department Name: Jordan County: Quay ISO Rating: 8

Unit #10	1HTWEAAR3BJ318354	G81418	1250	04/23/21	PASS	
Unit #12	1FVDCYFE4MHMK4321	G120083	1250	02/01/21	PASS	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?

No

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
Wind Farm	Bulk fuel storage, 1 Megawatt battery backup.
Bulk Fuel Storage	Multiple farms throughout the district have bulk full storages.
Bulk Chemical Storage	Multiple farms throughout the district have bulk chemical storage for farming.
State Highways	There are 4 state highways that run throughout the district that are used by commercial traffic that haul products ranging from household goods to hazardous cargo.
Petroleum Transmission Line	Petroleum Transmission line runs through the southern part of the district.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?

No

EQUIPMENT NEEDS

List in **priority order**, and explain the equipment needs of your department and the total costs of fulfilling the needs.

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Facility Improvement	Addition	1	\$175,000.00
				Total: \$175,000.00

What (specifically) will you purchase if awarded this grant?:

Jordan Fire District would build an addition on to the Jordan Main Station. The station is currently out of room to house any more apparatus.

Will fulfilling this need impact your organization's ISO rating?:

No

Please explain:

While not improving the ISO Rating, it will allow the department to continue to upgrade its apparatus in its fleet. With size of current apparatus becoming larger and larger, the existing Jordan Main Station limits the department on what can be stationed there.

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

Jordan Fire District is an ISO 8b department with 1 main station and 2 substations. The current Fire Protection Fund allows Jordan to save roughly half the expense of replacing its structural apparatus and finance the rest when engines are replaced. Jordan has one loan with NMFA for a Class A Engine for \$220,000.00 and has made 2 payments towards it. This engine was delivered in February 2021. Due to the department saving for multiple years and the loan from NMFA the department carryover from FY 21 was \$171,235.54. The justification for the carryover of fund was to add an addition to the Jordan Main Station. The Jordan Fire District is committed to using the carryover funds along with the grant if awarded for the construction of an addition to the Jordan Main Station.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

The Jordan Main Station was built in 1978, and has seen little to no change since its construction. In the past year the department has installed a new bay door and moved entrance to create a more convenient layout of the apparatus floor. The current layout of the Jordan Main Station only allows for 3 companies to be housed at this station. Over the decades apparatus have gone through many changes from height, length or width, and the station that was built for 1978 apparatus needs to be expanded on to to accommodate 2021 apparatus and needs. Also with the current layout of the Jordan Main Station there is insufficient space for a meeting and training area with in the station. If the grant is fulfilled it would give the Jordan Fire District the adequate space to house its apparatus, provide more room for its meeting area, and room for any further apparatus purchases.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

By awarding Jordan Fire District with this grant it would allow the district to better serve the multiple communities that is protects. Jordan Fire Districts protects a district that is 24 miles wide and 27 long at its largest. To be able to cover that much of an area apparatus is the key factor.

Having the adequate number of Engines and Tenders stationed throughout the district imperative. Jordan Fire District is also in the process of establishing a transport capable medical rescue, and once established will be 1 of 2 Quay County department rescues serving the roughly 730 Quay County residents on top of the Caprock.

Consequences: Describe how the department will address the problem described above if this request is not funded.

As the most central location within the Jordan Fire District, the Jordan Main Station is the most active station in the district. Along with the most activity comes the most need, whether that be it as a central meeting location for department meetings, to response to calls, the capability to house multiple structural companies, or once the medical rescue is in service its placement at the Jordan Main Station. With the vast square mileage that the Jordan Fire District covers it is crucial that the department add on the Jordan Main Station to continue to meet the demands of the fire service and the residents of Quay County.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Facility Improvement	Addition	1	\$175,000.00
				Total: \$175,000.00

Project Cost	\$175,000.00
Total Cost of Equipment	\$175,000.00
Grant amount requested	\$150,000.00
Total amount the Department is responsible for	\$25,000.00
Stipends, Recruiting, Retention and Education Cost	\$0.00

FISCAL AGENT COMMITMENT STATEMENT

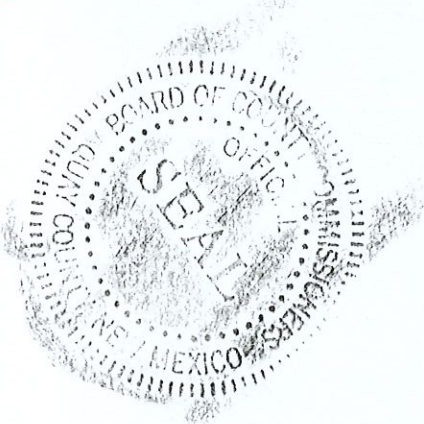
I, as fiscal agent for the Jordan Fire Dist. department, certify that the funds are committed to the project for which this application is submitted.

Franklin McCasland
Name of County/Municipal Fiscal Agent (please print)

Chairman
Title

Franklin McCasland
Signature of County/Municipal Fiscal Agent

8/23/21
Date



FY 21 Revision to the application rules for Pump Testing validation.

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the New Mexico Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps with the apparatus pump test form and affidavit completed or the actual pump test records submitted with the application. All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The **Pump Test Data Log** may be used in lieu of the actual pump records, but the affidavit must be signed, notarized, and accompany the application

Affidavit of Completed Annual Pump Tests

I, the undersigned Fire Chief of the JORDAN Fire Department, hereby confirm that I have read the foregoing pump test requirements and the pump tests have been completed in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The information attested to, by the Fire Chief, is true and complete and assume the obligation for my qualifications to the New Mexico Fire Protection Grant Council.

Fire Chief Signature: Tedd Tatum

Fire Chief Printed Name: Tedd Tatum

Date: 8-23-21

NOTARY

(Signature and seal must be clear and legible)

County of Quay

State of New Mexico

Subscribed and sworn to before me this 23 day of August, 2021,
by Tedd Tatum

having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

WITNESS my hand and official seal

Eileen L. White
Notary Signature

My Commission Expires: 3-21-23



New Mexico Fire Protection Grant

APPLICATION FOR FY22 FIRE PROTECTION GRANT
Applications will be accepted from July 15, 2021 to September 15, 2021

The New Mexico Fire Protection Grant Council has made the following changes to the FY22 grant process

Two types of Grant Applications

1. **Individual Department Grant**
2. **County-Wide Project Grant**

Eligibility

1. All fire departments currently certified and funded by the New Mexico State Fire Marshal's Office are eligible to apply for an **Individual Department Grant**.
2. County Administrative Offices having administrative responsibility for more than one district/department may apply for a **County-wide Project Grant** as long as **each district within the County** is compliant with the requirements of the grant application, (i.e., NFIRS, Pump Tests, etc.). The county-wide project must benefit all the departments within the County. Note: A County Administrative Office applying for a grant does not prevent departments within the County from applying for an **Individual Department Grant**.
3. Grant applications must not be contingent on another grant award.
4. Joint applications will not be considered.
5. Only one grant application per jurisdiction may be submitted.
6. Any fire department that is awarded a grant and consequently loses its qualification to participate in the Fire Protection Funding process shall return the apparatus and/or equipment to the State Fire Marshal for redistribution as per 59A-53 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC.

Maximum Award

1. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$200,000** for the following projects:
 - Facility construction
 - Major facility improvements
 - Land acquisition
 - Single large infrastructure project
 - Structural Apparatus
2. The maximum amount awarded to a single applicant (either an Individual Department Grant or a County-wide Project Grant) will not exceed **\$100,000** for all other critical needs, but only one single project will be awarded.

Costs exceeding the grant amount shall be the responsibility of the local government. State fire funds may be used for this purpose with approval from the New Mexico State Fire Marshal's Office.

Signatures/Commitment of Funds

The Fire Chief and the County or Municipality's Fiscal Agent (CFO or designee) shall sign the application indicating a commitment to comply with the procurement and reporting requirements of the award. In addition, the Fiscal Agent shall sign the Fiscal Agent's Commitment Statement indicating a commitment of these funds for the awarded project and a commitment of the matching funds. Applications submitted without all signatures will not be considered.

MINIMUM REQUIREMENTS

NFIRS Reporting

All applicants **shall be** in compliance with the reporting requirements of the New Mexico State Fire Marshal's Office utilizing the National Fire Incident Reporting System (NFIRS) as per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC. Applicants with delinquent NFIRS reports for the period of **July 2018 to June 2019** at the time the application period closes will not be considered.

Pump Testing

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the applicants must provide evidence that apparatus pump tests are conducted on each apparatus with rated fire pumps by documenting results in a Pump Test Data Log and verified in an Affidavit signed by the Fire Chief and notarized.

- All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements.
- **A Pump Test Data Log** must be completed as part of the application.

- A **notarized Affidavit** signed by the Fire Chief must be uploaded with the application. The Affidavit is to verify that three years of pump test records exist for each apparatus with a rated fire pump, are on file with the department and are available for SFMO inspection upon request. A .pdf file of the Affidavit is available on the Grant website and must be uploaded with the application. Note: Notary signature and seal must be clear and legible. **Falsified affidavits may result in forfeiture of funds and future grant consideration.**

CRITICAL NEEDS – Departments may apply for **only one project** in only one critical needs category listed below:

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

ADDITIONAL INFORMATION

1. Awards may be subject to audit and could result in forfeiture of funds and future grant consideration if non-compliance is determined.

2. All the information contained in the application is carefully reviewed and considered. In addition to general information and data provided, thorough and clear narrative responses are critical to helping reviewers understand the needs of the department relative to the request.
3. Apparatus purchased with grant funds must meet the current NFPA standards and will be inspected for acceptance.
4. Awards are contingent upon approval of specifications by the State Fire Marshal's Office.
5. For apparatus applications, the department must have the capability to immediately house apparatus properly. NFPA listed equipment may be included with the purchase of apparatus.
6. **Preliminary project specifications, (i.e., scope of work, concept drawings) must be submitted with the application. Applications submitted without preliminary project specifications will not be considered. Applicants are encouraged to contact the SFMO for guidance on what is required by NFPA or ISO prior to submitting.**
7. A Completion Checklist is provided to assist with ensuring that each application requirement has been addressed.

SELECTION CRITERIA

Applications will be placed in consideration categories meeting specific criteria as follows:

Category A

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application).
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 10, 9, 8, 7

Category B

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Never received a NM Fire Protection Grant
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category C

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 10, 9, 8, 7

Category D

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC).
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is for a Critical Need (clearly explained in the application)
- 4) Previous NM Fire Protection Grant recipient
- 5) ISO Class 6, 5, 4, 3, 2, 1

Category E

- 1) NFIRS Compliant (per 59A-52 NMSA 1978 and Title 10 Chapter 25 Part 10 of the NMAC)
- 2) Pump Test compliant (in accordance with NFPA 1901 and ISO requirements).
- 3) Request is not a Critical need

Category F

- Non-compliant (will not be considered for a grant)

CRITICAL NEEDS

- Fire apparatus/equipment
- PPE (structural, wildland, SCBA)
- Communications
- Facility Construction/Improvement
- Training
- Water
- Need that will clearly will have significant impact on ISO Public Protection Classification

Applications may be completed on the website at <http://www.nmprc.state.nm.us/state-firemarshal/firegrant-council/index.html> .

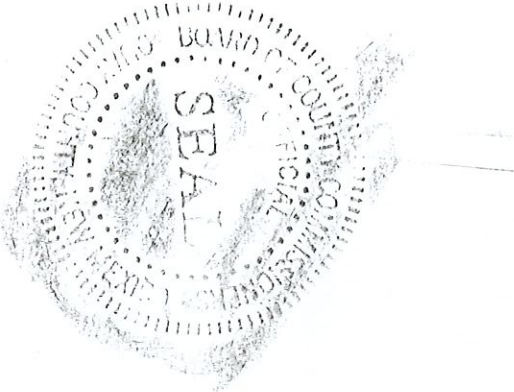
For additional information, please contact Randy Varela, Deputy Fire Marshal Fire Service Support Bureau at 505-709-8150 or visit the New Mexico State Fire Marshal's Office web page <http://www.nmprc.state.nm.us/state-firemarshal/fire-grant-council/index.html> .

ACKNOWLEDGEMENT/SIGNATURES	
Name of Department/District: Porter	County: Quay

Name of Fire Chief (please print) Austin Gibson	Signature of Fire Chief <i>Austin Gibson</i>	Date 8/23/21
Name/Title of County/Municipal Fiscal Agent (please print) <i>Franklin McCasland Chairman</i>	Signature of Fiscal Agent <i>Franklin McCasland</i>	Date 8/23/21
Mailed, Emailed, or Faxed applications <u>will not</u> be accepted.		

This application may be downloaded from the following website: <http://www.nmprc.state.nm.us/sfm.htm>

**Please answer all questions in this application.
Incomplete applications will not be considered.**



GENERAL INFORMATION	
Grant Request Type	Individual Department
Fire Department ID Number (using NFIRS identifier)	37059
Fire Department Name	Porter
Fire Chief Name	Austin Gibson
Insurance Services Office (ISO) Rating	8b
County	Quay Rural
What kind of organization is your fire department?	Volunteer
How many stations are in your organization?	
Main	1
Substations	0
Admin	0
Type of community your organization serves Based on population density	Rural
Mailing Address	
Address	PO Box 91
City	San Jon
State	New Mexico
Zip Code	88434
Phone number	(575) 403-5081
Email address	Austingibson199008@yahoo.com
Name of Person Completing this application?	Austin Gibson
Are you a fire department member?	Yes
How many firefighters?	17
How many are FF-I Certified?	1
How many are FF-II Certified?	0

BUDGET INFORMATION	
What is your fire departments operating budget, including personnel costs, for your current fiscal year?(in dollars)	\$321,780.00
What is the current Protection Fire Fund distribution?	\$76,431.00
What is the approved total carryover balance, if any, of Protection Fire Funds maintained by the department?	\$314,820.00
What was the purpose of the approval carryover?	\$270,000.00 Of The Carryover Is Incumbered On A Tender That Is On Order. Porter Fire Department Was Awarded \$200,000.00 By Fiscal Year 2021 Fire Protection Grant And The Balance Of The Apparatus Cost Was Paid For By Rolled Over Fire Protection Funds. The Remaining Carryover Monies Are To Equip The Apparatus Once It Is Delivered.
What percentage of your annual operating budget is derived from:	
Taxes?	0%
Grants?	51%
State Fire Marshal Funds?	49%
Donations?	0%
Fund Drives?	0%

Fee For Service?	0%
Others?	0%
Please Explain (For 'Others')	FY21 FPG Monies Are Incumbered On A Tender That Is Still In Production. \$270,000.00 Of Carry Over Funds Are Committed On Porter Fire Department's New Tender. Production On This Apparatus Have Been Slowed Down Due To Global Supply Shortages And Covid 19.

COMMUNITY INFORMATION

Name of Community Protected? Porter community	Number of commercial buildings protected in fire district? 1
Number of homes protected in fire district? 40	What is the permanent resident population of the community you serve? 140
Do you have formal automatic aid or mutual aid agreements?: Yes	
List adjacent automatic aid fire districts (with written agreements)	
S.No	Automatic Aide Fire Districts
1	Bard-Endee Fire District

RESPONSE HISTORY IN THE LAST YEAR

What is your call volume for the past year? (from last year July 1st to this year June 30th)			10	
How many responses per category?				
Structure Fire (IT 110-118, 120-123) 2	Hazardous Condition (IT 400-482) 0	Vehicle Fire (IT 130-138) 3	Service Calls (IT 500-571) 0	Vegetation Fire (IT 140-143) 4
Good Intent Calls (IT 600-671) 0	EMS (IT 300-323) 0	False Calls (700-751) 1	Rescue (IT 331-381) 0	Other 0

WATER AVAILABILITY

Community hydrant system ? No	Total capacity of available water storage(in gallons) 17,000.00	Water storage tank with fire hydrant @ station No
Describe additional water source(s):		
S.No	Source	Capacity(in gallons)
1	-	-

TRAINING

Average # of training hours per Firefighter per year : 20	
How many training opportunities has this department offered in the last calendar year?	
Training Details	Supporting Document
PPE and Driver Training	Fire Dept Training Record 2020-2-8.doc
Driver and pump training	Fire Dept Training Record 2020-6-30.doc
pump testing	Fire Dept Training Record 2020-8-31.doc
pump operations and hose testing	Fire Dept Training Record 2021-14-1.doc
Covid -19 missed meeting report.	Training records for covid19 20-21.docx

APPARATUS

Apparatus is part of the Project?
Yes

Are pump test conducted annually on apparatus?

Yes

Explain if not tested properly:

0

PUMP TESTING

Apparatus ID	Vehicle Identification	License Plate	GPM	Test Date	Pass/Fail	Comments
942	1HTWEAAR3AJ221802	G78692	1250	8/31/20	PASS	
943	1HTSEAAOTH244981	02818G	1250	8/31/20	PASS	older unit needs replaced
952	1FEHCYCY4HHJA0920	G98170	1000	8/31/20	PASS	

COMMUNICATION EQUIPMENT

Communications is part of the Project ?

No

HAZARDS/THREATS

Describe the threat to the community: (i.e., fuel storage bulk plants, railroads, high hazard occupancies, etc.)

Hazard Type	Hazard Detail
State Highways	Porter Fire Department has 2 New Mexico State Highways within its district. These highways are used daily by commercial trucks that are trying to get from Interstate 40 to US 54. The cargo that these commercial vehicles are carrying can range from household goods to hazardous materials.
Petroleum Transmission Lines	Porter Fire Department has multiple petroleum transmission lines that run trough out the district.

CURRENT PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE is part of the Project ?

No

EQUIPMENT NEEDS

List in **priority order**, and explain the equipment needs of your department and the total costs of fulfilling the needs.

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Wildland	1	\$264,000.00
				Total: \$264,000.00

What (specifically) will you purchase if awarded this grant?:

Porter Fire Department's grant application is to purchase a Type 4 Wildland engine, to help combat the wildland threat to our community.

Will fulfilling this need impact your organization's ISO rating?:

Yes

Please explain:

This Type 4 Wildland Engine will not only be used in wildland fire situations, but with the amount of water it will carry it will also be able to help with structure protection in a hauled water situation. The current apparatus that this new Type 4 Wildland Engine will replace is a Non NFPA compliant repurposed military surplus vehicle. With the 2.5 ton truck that is in service now, in the recent past has had multiple electrical issues have made its functionality limited, due to safety concerns. By replacing this military surplus vehicle, it will be safer for department members, and more user friendly in all aspects.

GRANT FUNDING JUSTIFICATION

Financial Need: In this section, describe the department's current funding issues. Does the department currently have debt? If so, describe. Does the department have Fire Protection carry-over funds? If so, for what purpose and are any of the carryover funds being used to assist in the proposed grant project/purchase(s)? How will the department satisfy the amount in excess of the funds awarded to complete the project?

The Porter Fire Department has a carryover amount of \$314,820. \$270,000 of that amount is carryover and grant money awarded from FY 21 and is for a tender that is on order but has not been delivered, but in production. The rest of our carry over money is being saved to upgrade our apparatus and improve on our building and water supply systems in the future.

The Porter Fire Department will satisfy the amount excess with money saved from the carryover and with the new year budget.

Problem: Describe in detail, the problem the department or county is addressing with this grant request and the impact on effective service delivery.

Problems the Porter Fire Department is having with our aging wildland unit is that the unit does not meet NFPA requirements and is a very hard to drive and hard to get in to and out of the truck. The truck that we will be replacing is no longer cost effective to maintain, within the last year a

transmission control computer went out and cost the department \$6500 to replace. This unit is a dual voltage truck with 24 volt and 12 volt systems, the truck had been over charging and has ruined multiple batteries costing an additional \$1500 in the last year.

The new truck will meet all NFPA requirements and be a more user friendly truck and will be a more reliable and dependable truck to better service our community and surrounding area.

Benefit to the Community: Describe in detail, how the community served will be impacted by this award.

The Community of Porter will be better served with the new Type 4 wildland unit by being better protected by having a dependable truck that will start and stay running. The new truck will be a better equipped truck to do multiple tasks. This apparatus will give Porter Fire Department an up to date and dependable unit to protect our district and assist our neighboring mutual aid departments with, in the event that Porters' help is required.

Consequences: Describe how the department will address the problem described above if this request is not funded.

If the Porter Fire Department is not funded for this project to replace the truck the department will be forced to save our carry over money for multiple years to come until enough money has been saved to make the purchase. The current truck will be stripped of its equipment and put into the next county auction due to the problems that department has had with the truck in the last year. The community of Porter will be underserved by not having a reliable wildland unit. The Porter Fire Department will have to require help from other departments in the area to help Porter fighting wildland fires. The time lost with having to rely on help from the closest department that is 11 miles away may be the the difference in saving someone life or property.

PROJECT BUDGET SHEET

Priority Order #	Priority Category Requesting From	Equipment Needed	Quantity	Total Cost of Equipment(\$)
1	Apparatus	Wildland	1	\$264,000.00
				Total: \$264,000.00

Project Cost	\$264,000.00
Total Cost of Equipment	\$264,000.00
Grant amount requested	\$264,000.00
Total amount the Department is responsible for	\$0.00
Stipends, Recruiting, Retention and Education Cost	\$0.00

FISCAL AGENT COMMITMENT STATEMENT

I, as fiscal agent for the Porter Fire Dist. department, certify that the funds are committed to the project for which this application is submitted.

Franklin McCasland

Chairman

Name of County/Municipal Fiscal Agent (please print)

Title

Franklin McCasland

8/23/21

Signature of County/Municipal Fiscal Agent

Date



FY 21 Revision to the application rules for Pump Testing validation.

All rated fire pumps shall undergo annual pump tests to ensure proper function and firefighter safety; therefore, the New Mexico Fire Protection Grant Council is requiring apparatus pump tests be conducted on each apparatus with rated fire pumps with the apparatus pump test form and affidavit completed or the actual pump test records submitted with the application. All annual pump tests shall be in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The **Pump Test Data Log** may be used in lieu of the actual pump records, but the affidavit must be signed, notarized, and accompany the application

Affidavit of Completed Annual Pump Tests

I, the undersigned Fire Chief of the PORTER Fire Department, hereby confirm that I have read the foregoing pump test requirements and the pump tests have been completed in accordance with NFPA 1901 and the Insurance Service Office (ISO) requirements. The information attested to, by the Fire Chief, is true and complete and assume the obligation for my qualifications to the New Mexico Fire Protection Grant Council.

Fire Chief Signature: Austin Gibson

Fire Chief Printed Name: Austin Gibson

Date: 8/23/21

NOTARY

(Signature and seal must be clear and legible)

County of Quay

State of New Mexico

Subscribed and sworn to before me this 23 day of August, 2021,
by Austin Gibson

having proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within this instrument and acknowledged to me that he/she executed the same in his/her authorized capacity.

WITNESS my hand and official seal

Ellen L. White
Notary Signature

My Commission Expires: 3-21-2023



**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the Quay County, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 138, Section 29, para. 263, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

21-F2822 \$335,000 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, paragraph 263, Three Hundred Thirty Five Thousand Dollars (\$335,000.00) to plan, design, construct, renovate, furnish and equip the Quay County detention center in Tucumcari in Quay County.

The Grantee's total reimbursements shall not exceed Three Hundred Thirty Five Thousand Dollars (\$335,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Three Thousand Three Hundred Fifty Dollars (\$3,350.00), which equals Three Hundred Thirty One Thousand Six Hundred Fifty (\$331,650.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse^[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	Quay County
Name	Richard Primrose
Title	County Manager
Address	Quay County P.O. Box 1246, Tucumcari, NM 88401
Email	Richard.Primrose@quaycounty-nm.gov
Telephone	575-461-2112

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	Quay County
Name	Cheryl Simpson
Title	Financial Director
Address	Quay County P.O. Box 1246, Tucumcari, NM 88401
Email	Cheryl.Simpson@quaycounty-nm.gov
Telephone	575-461-2112

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department DFA/Local Government Division
Name Donna Stewart
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email DonnaJ.Stewart@state.nm.us
Telephone 505-231-2993

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Quay County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Quay County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Quay County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Quay County** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Quay County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Quay County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Entity Name Quay County

By: Franklin McCasland
(Type or Print Name)

Its: Commission Chair
(Type or Print Title)

Franklin McCasland
Signature of Official with Authority to Bind Grantee

Date August 23, 2021



DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Signature

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
B. Grant Amount: _____
C. AIPP Amount (If Applicable): _____
D. Funds Requested to Date: _____
E. Amount Requested this Payment: _____
F. Reversion Amount (If Applicable): _____
G. Grant Balance: _____
H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)
I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☒ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☒ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.