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

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
JANUARY 30, 2023

9:00 A.M. Call Meeting to Order
Pledge of Allegiance
Approval of Minutes-Regular Session January 9, 2023
Approval/Amendment of Agenda

Public Comment

New Business

I. **Erinn Burch, Eastern NM United Way**
- Request approval of **United Way 'February as 2-1-1 Month' Proclamation**

II. **Alan Daugherty, Rawhide Days LLC**
- Request Approval of **Fairgrounds Dates of Usage for Rawhide Days**

III. **Jason Lamb, Quay County Agricultural Extension Agent**
- Presentation of the **Extension Service Quarterly Activity Report**

IV. **Lucas Bugg, Quay County Fire Marshal**
- Request Approval of **Rural Fire District II's Purchase of F550 Type 5 Fire Apparatus by HGAC Purchasing/Siddons-Martin Contract**

V. **Larry Moore, Quay County Road Superintendent**
- **Road Update**

VI. **Cheryl Simpson, Quay County Finance Director**
- Request Approval of the **DFA 2nd Quarter Financial Report**
- Request Approval of the **DWI 2nd Quarter Distribution Financial Report**

VII. **Daniel Zamora, Quay County Manager**
- Request Approval of a **Quitclaim Deed to Tucumcari Municipal Schools**
- Request Approval of a **Quitclaim Deed to the City of Tucumcari**
- Request Approval of **2022 SHSGP Grant Agreement for Cyber Security**
- Correspondence

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Quay County, NM Ellen White - County Clerk, County Cle
COUNTY CLERK SEAL E.WHITE

VIII. Indigent Claims Board

- Call Meeting to Order
- Request Approval of **Indigent Minutes for the December 12, 2022 Meeting**
- Request Approval of **Claims**
- **Adjourn**

IX. Request Approval of Accounts Payable

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

XI. Request for Closed Executive Session

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

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

January 30, 2023
9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 30th day January, 2023 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:

Robert Lopez, Chairman
Jerri Rush, Member
Brian Fortner, Member
Ellen L. White, County Clerk
Daniel Zamora, County Manager

OTHERS PRESENT:

Cheryl Simpson, Quay County Finance Director
Larry Moore, Quay County Road Superintendent
Lucas Bugg, Quay County Fire Marshal
Janie Hoffman, Quay County Assessor
Dennis Garcia, Quay County Sheriff
Dana Leonard, Quay County GIS
Alan Daughtery, Rawhide Days, LLC
Jason Lamb, Quay County Agriculture Extension Agent
Richard Primrose, Quay County Consultant
Justin Knapp, Quay County Resident
Ron Warnick, Quay County Sun

VIA ZOOM:

Erinn Burch, Eastern NM United Way

Commissioner Lopez called the meeting to order. Richard Primrose led the Pledge of Allegiance.

A MOTION was made by Jerri Rush SECONDED by Brian Fortner to approve the January 9, 2023 regular session minutes. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

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

Public Comments: Chairman Lopez offered condolences to the Gloms family in the wake of their recent tragedy.

NEW BUSINESS:

Erinn Burch, Eastern NM United Way representative requested approval of a Proclamation recognizing February as "United Way 2-1-1" month. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Proclamation. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye". A copy is attached.

Alan Daugherty, Rawhide Days Coordinator, requested approval of the Quay County Fairgrounds Facility Use Agreement, changing the previously approved Agreement to the new dates of June 16-18, 2023. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye". A copy is attached.

Jason Lamb, Quay County Agriculture Extension Agent, provided the Quarterly Activity Report for the time period of September – December, 2022. A copy of the Report is attached to these minutes.

Lucas Bugg, Quay County Fire Marshal, requested approval of Rural Fire District II's Purchase of F550 Type 5 Fire Apparatus by HGAC Purchasing/Siddons-Martin Contract in the amount of $292,119.00. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the purchase and contract. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye" A copy is attached.

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

1. Received notification from the NM Transportation Department the Road Certification is due on April 1.
2. The proposed 2023-2024 CAP, Coop, and School Bus Projects is due March 15.
3. The grant process to be awarded for funds from TPF for road projects is coming due. Moore will submit a request for funds to complete the Quay Road 63 project and continue it to Quay Road AP and to where it intersects Hwy 104.
4. After visiting with NMDOT during the recent conference, Moore was notified funding ($2.5 million) continues to be available for bridges in New Mexico. He will continue to pursue this funding for the projects in Quay County.
5. All cement work has been completed on Bridge 1625, as work continues on the guard rails and surfacing. Completion is expected by the end of March.
6. Crews are working on potholes, blading where there has been moisture and servicing equipment.
7. The Road Department is still 11 employees short.

Cheryl Simpson, Quay County Finance Director, presented the following Financial Reports for approval:

1. DFA 2nd Quarter Financial Report, ending December, 2022.
2. DWI 2nd Quarter Distribution Report, ending December, 2022.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Reports as presented. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". Copies of both Financial Reports are attached to these minutes.

Daniel Zamora, Quay County Manager, requested approval of the following items:

1. Quitclaim Deed from Quay County to Tucumcari Municipal School District.
2. Quitclaim Deed from Quay County to City of Tucumcari.

Zamora explains, these two Quitclaim Deeds are the final steps to providing title to those entities following the previously approved donation of a strip of land to each to square up property lines between the baseball fields and fairgrounds. A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the Quitclaim Deeds, as presented. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". The original Deeds will be filed in the Office of the County Clerk and are attached to these minutes.

3. 2022 SHSGP Grant Agreement for Cyber Security in the amount of $100,000.00. A MOTION was made by Brian Fortner, SECONDED by Jerri Rush to approve the Agreement. MOTION carried with Fortner voting "aye", Rush voting "aye" and Lopez voting "aye". A copy is attached.

County Manager Correspondence:

1. Server upgrades are complete.
2. Provided a copy of the monthly Gross Receipts Tax Report.
3. Reported Senate Bill 7 has the 200-million-dollar line item for rural healthcare.

Commissioner Lopez called the Indigent Claims Board to order. Time noted 10:35 a.m.

----INDIGENT CLAIMS----

Indigent Claims Board meeting was adjourned and the meeting returned to regular session. Time noted 10:40 a.m.

A MOTION was made by Jerri Rush, SECONDED by Brian Fortner to approve the expenditures included in the Accounts Payable Report ending January 25, 2023. MOTION carried with Rush voting "aye", Lopez voting "aye" and Fortner voting "aye".

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

Commissioner Rush reported she attended the meeting with a variety of emergency entities at the Quay County Dispatch Center. Rush stated QC Dispatch is making huge strides to bridge communications with all responders.

Quay County Clerk, Ellen White offered congratulations to the County for receiving the Small County Accountability Award from the NM State Auditor at the recent Legislative Conference.

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

- Section 10-15-1(H)7; Pertaining to Pending or Threatened Litigation.

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

Time noted 10:40 a.m.

---Executive Session---

Return to regular session. Time noted 11:10 a.m.

Chairman Lopez reported No Action from Executive Session.

There being no further business, a MOTION was made by Jerri Rush SECONDED by Brian Fortner to adjourn. MOTION carried with Rush voting "aye", Fortner voting "aye" and Lopez voting "aye". Time noted 11:15 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS

Robert Lopez, Chairman

Jerri Rush

Brian Fortner

ATTEST:

Ellen L. White, County Clerk

Quay County Government
300 South Third Street
Post Office Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

PROCLAMATION

WHEREAS; 2-1-1 is an easy to remember phone number available across the United States and all 33 counties of New Mexico that connects individuals with resources in their local community; and

WHEREAS; The United Way of Eastern New Mexico has operated the 2-1-1 call center for 16 years in as a free, confidential referral and information helpline that connects people of all ages to essential health and human services they need; and

WHEREAS; it often is difficult, and time consuming for citizens to identify and access available services when circumstances in their lives have become challenging; and

WHEREAS; 211 offers information on a broad range of services including: emergency food, affordable housing, health resources, transportation options, utility and rent assistance, elder care, substance abuse programs, job training, and counseling; and

WHEREAS; United Way of Eastern New Mexico 2-1-1 program has helped 2,296 callers in 2022 and 27,800 over the past 16 years who were directed to local community resources when they were in need; and

WHEREAS; to celebrate this important FREE service to our community United Way of Eastern New Mexico is conducting awareness activities throughout the month of February

NOW, THEREFORE, the county commissioners of Quay County, which is the governing body of Quay County, New Mexico do hereby proclaim February 2023 as:

"February is 2-1-1 Month"

QUAY COUNTY BOARD OF COMMISSIONERS

Robert Lopez, Commissioner Chair

Jerri Rush, Commissioner

Brian Fortner, Commissioner

ATTEST:

Ellen White, County Clerk

AGREEMENT FOR USE OF THE QUAY COUNTY FAIRGROUNDS

THIS AGREEMENT entered into on the 30th day of January, 2023 by and between County of Quay (hereinafter "County"), and Rawhide Days, LLC (hereinafter "Lessee");

WHEREAS, the County understands the Lessee provides an essential and necessary service to the Quay County community as a whole by hosting the Rawhide Days;

The Board of County Commissioners has delegated the responsibility and duty to the Lessee to arrange for and oversee the annual production of Rawhide Days; and,

WHEREAS, Quay County agrees to waive all rental fees for the annual use of Quay County Fairgrounds for the 2023 Rawhide Days;

NOW THEREFORE the parties to this agreement hereby contract and agree as follows:

DEPOSIT

1.0 Lessee agrees to pay Quay County the sum of One Thousand Dollars ($1,000) prior to the start of the event, which amount shall be held by Quay County for damage deposit fees. Fees will be returned to Lessee after an inspection of the premises provided the facility is not found to have been damaged in any manner, whatsoever. If any furnishings or supplies are broken or lost, the Lessee will be responsible for paying the total cost of the repair in order to restore the facility and its contents to its original condition.

PERIOD OF PERFORMANCE

2.0 The period of performance for this agreement shall be from June 16-18, 2023.

ASSIGNMENT OF CLAIMS

3.0 The Lessee shall not assign or delegate any interest in this Agreement or transfer any interest or assign any claims for money due or to become due under this Agreement, without the written consent of the County.

LIABILITY INSURANCE

4.0 Lessee shall provide to the County, proof of liability insurance in the amount of at least $1,000,000.00 general liability covering Lessee's event and/or use of the facilities as hereinabove provided, at least fifteen (15) days before the event. Insurance may be

obtained through the New Mexico Association of Counties Tenant User Liability Insurance Program (TULIP).

SUPERVISION BY LESSEE

5.0 It shall be the responsibility of the Lessee to provide adequate supervision over all activities to protect against unreasonable wear and tear or damage to the County facilities and to protect the public health, safety, and welfare of all persons attending any function at the County facility being used.

CONSUMPTION OF ALCOHOL PROHIBITED

6.0 The possession and/or consumption of any alcoholic beverages on County property or premises, including parking area are strictly prohibited. If during the inspection of the premises, any evidence of the consumption of alcoholic beverages is found of which the Lessee had knowledge and fails to take appropriate action, the Lessee shall be held responsible, and the deposit shall be forfeited. In addition, Lessee and leasing organization shall be suspended from future use of the fairground facilities and may be subject to prosecution according to the law.

6.1 Alcoholic beverages may be sold on the premises if the proper picnic license is obtained and the lessee demonstrates to the County that the venue serving alcohol is properly staffed with security personnel. Lessee shall require any liquor licensee selling or providing alcoholic beverages to provide liquor liability insurance in a minimum amount of 1,000,000.00 naming the County and lessee as additional insureds.

HOUSEHOLD ANIMALS

7.0 All dogs, cats, or other household animals must be leashed at all times while on the fairgrounds. Lessee shall be responsible for enforcing all aspects of this leash policy.

PREVENTING OBSTRUCTION

8.0 Neither the halls nor ramps of the premises, nor sidewalks, entrances or lobby thereof shall be obstructed by Lessee nor used for any purposes other than ingress or egress without prior written consent from the County Manager with the approval of the Fire Marshal.

SIGNAGE

9.0 County reserves the right to control all signage used on County's property. This is to include, but not limited to content, location, construction and quality.

SMOKE FREE FACILITIES

10.0 The buildings on site of the Quay County Fairgrounds are smoke free facilities. Lessee shall be responsible for enforcing all aspects of County's smoking policy.

USE OF NAILS, ETC.

11.0 The use of nails, screws, thumb tacks, staples, duct tape and glue is forbidden on walls, floors, and ceilings. The application of any substance to the floors in any building must have the prior written approval from the County Manager or designee.

NO FLAMMABLE MATERIALS

12.0 No flammable materials, such as bunting, tissue paper, crepe paper, etc., will be permitted to be used for decoration; all materials used for decorative purposes must be treated with flame proofing and approved by the Fire Marshal. Lessee shall not, without the written consent of the County Manager or designee, put up or operate any engine, motor or machinery upon the premises or use oil, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes or any other agent other than electricity for illuminating the premises. No explosive devise shall be allowed in any facility owned by Quay County. All firearms and weapons used, demonstrated, discharged or for decoration must be approved by the County Manager.

VENDOR LICENSES

13.0 All food vendors and pull-in food concessions shall maintain an updated license for operation and follow all New Mexico Environmental Department codes and regulations as well as the New Mexico State Building Inspector's health standards and propane regulations.

ADDITIONAL SAND, DIRT, SAWDUST

14.0 No additional sand, dirt, sawdust, or other material shall be added to any facility area without prior approval from the County Manager or designee. Approved bedding for housing of animals will be permitted and must be completely removed at the conclusion of the event. Rocks used in the landscape around the building shall not be removed or taken into the buildings.

PERSONAL LIABILITY

15.0 No elected or appointed official, employee, servant, agent or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or Governmental duty and responsibility.

AS-IS CONDITIONS

16.0 Lessee agrees to accept the facility in its "as-is" and subject to all faults or other defects.

ASSIGNMENT AND SUBLICENSING

17.0 Lessee shall not assign any interest in this license agreement or otherwise transfer or sublease the facility or any part thereof or permit the use of the facility to any party other than Lessee and approved vendors.

CLEANING OF FACILITIES

18.0 The Lessee is responsible for the cleanup of County's facility, agrees to return the facility to a level of cleanliness equivalent to the state of cleanliness which existed at the time Lessee assumed possession of the premises.

Facilities shall be cleaned by the Lessee immediately after use. Floors must be swept and mopped, restrooms must be cleaned, and chairs and tables shall be placed on the appropriate racks and returned to proper storage areas. If any facility, or portion thereof, is found in an unsanitary or unsightly condition by the Lessee, it should be reported to the County official immediately.

DAMAGE TO THIRD PARTY PROPERTY

19.0 County will not be responsible for art objects, paintings, sculptures, furniture, musical instruments, stock or any other property belonging to or under the control of Lessee. Lessee agrees to obtain, at its own expense, insurance necessary to cover such objects in case of their injury, loss, theft, or damage.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

20.0 The Lessee shall indemnify, defend and hold harmless County, and its public officers, agents and employees as defined in the New Mexico Tort Claims Act, against and from any and all claims, losses, fines, demands judgments, damages, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of, connected with, resulting from or related to the Lessee's provision of services under this Agreement. The County shall hold the Lessee harmless from any and all claims and/or actions of any kind and nature resulting from or relating to the County's or its employees' negligence or intentional acts, errors and omissions in the County's performance under this Agreement. The agreements in this Section shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Agreement for any reason and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Agreement, for negligence, acts, errors or omissions occurring during the term of this Agreement.

AMENDMENTS

21.0 This Agreement shall not be altered, changed or amended except by written instrument signed by both parties.

COMPLIANCE WITH GOVERNING LAWS

22.0 This Agreement is to be performed in the State of New Mexico and the County of Quay, and shall be construed under the Laws of the State of New Mexico and Quay County.

SEVERABILITY

23.0 If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Agreement shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Agreement terms, or if the purpose of the Agreement can no longer be carried out by either party, the Agreement is void and no damages shall accrue to either party.

ATTORNEY'S FEES

24.0 In the event that litigation becomes necessary to resolve any disputes arising from this Agreement, and said litigation ensues as a result, the non-prevailing party in said litigation shall be liable for reasonable attorney's fees and costs.

DUPLICATE ORIGINALS

25.0 This Agreement may be executed in two identical originals, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

QUAY COUNTY LESSEE

By: _____ **Date:** January 30, 2023

Alan Daugherty

APPROVED:

Quay County

By: _____ **Date:** January 30, 2023

Robert Lopez, Commission Chairman

APPROVED AS TO FORM:

By: _____ **Date:** _____

Warren Frost, County Attorney

Quay County Extension Service

College of Agricultural, Consumer and Environmental Sciences

Quarterly Report – September 2022 – December 2022

Jason Lamb, Agriculture Agent, County Program Director
Family and Consumer Science Agent
Brittany Gibbs - Administrative Assistant
Tammy Lopez - Program Assistant

Agriculture

The agent hosted a private applicators training for local producers to maintain their private applicators licenses. About 120 producers in Quay County have private applicators licenses. Producers need these licenses to purchase restrict use pesticides to control weeds and insects in their production practices. The annual Pesticide Applicators training is designed to teach producers safe pesticide application and provide CEU's. This year 38 producers attended a five-hour presentation on NMDA requirements, integrated pest management, weed control in Alfalfa, understanding herbicides, and a video on the "worker protection standard". The Private Applicators exam was also administered to 6 new producers at the conclusion of the program where 100% were successful in passing the exam.

The agent assisted in hosting a Prairie Partners Meeting with El Llano Estacado Resources Council. Sixty-eight people attended the program learning information about healthy soils, barn house farms, grassfed beef marketing, rainwater catchment, the new agrarian program, grant opportunities, the weather outlook and regional ground water studies. The agent assisted in advertising, set-up, and hosting the program.

The Boll Weevil Eradication program in Quay County assists local cotton farmers in keeping the pest eradicated in Quay County. Fields were monitored from August through November using Johnson traps. No Boll Weevils have been detected. Cotton fields have been continually monitored by placing one trap every 640 acres of cotton. Because of Boll Weevil eradication program Quay County Cotton growers can sale cotton in Texas which is the nearest ginning facility.

The agent assisted in conducting the Rocky Mountain Farmers Union annual meeting in which the agent holds the office of secretary. The agent assisted in the set-up and hosting the meeting. Twelve people attended the meeting and discussed membership, elections of officers, planning, and policy changes for the upcoming year.

The agent assisted in conducting the "Harvest Fest" fund raiser at the Tucumcari Farmers Market for the Table-Top Cooperative. The Fundraiser sold raffle tickets for various prizes to participants at the farmers market and signed up new members to the program. Approximately $200 dollars was raised for the cooperative.

The first session 2022-2023 Beginning Farmer/Rancher Program was held in which six new participants signed up for the program. The agricultural agent and the Table top Cooperative president presented on details of the program. The program consisted of a presentation on past Beginning Farmer programs, details of the Table-Top Cooperative, an overview of agricultural business, and expectations of beginning farmers. Participants gained an understanding of program and expectations of what is to be taught, resources that were available and the commitment to being in the program.

Urban Horticulture

The agent continues to conduct a "Garden Minute" radio program every two weeks that airs on the radio 64 times a month on two stations in Tucumcari and Quay County. The program covers timely garden, disease, cultural practices, and landscaping topics that are of interest to local clientele. The program also keeps the community aware that the Extension office is of service to the community.

The agent answered over 83 phone calls, office visits, and home visits during this period. Addressing problems for home owners such as common tree problems, weed and plant identification, insect pests, plant diseases, and recommendations on best times to plant. The agent also assisted one community member in identifying a rust disease infecting many cypress trees in the area. About ten trees were saved in her windbreak.

Quay County 4-H Program

4-H Achievement night awards 4-Hers for completing their project and their record books. Fifty-five youth and parents participated in the Achievement program which was held at the Quay County Fairgrounds. Local supporters received the friend of 4-H award and volunteers were honored for their service. The agent and the program assistant set up the program, ordered awards, conducted the officer instillation ceremony, and developed the script. The 4-H officer team conducted the presentation. The award program is the culmination of the year's events. Youth complete a record book and learn valuable record keeping and documentation skills. Youth also gain knowledge in financial record keeping, subject matter areas, and documenting leadership, citizenship, and community service and why these actions are important.

The Program Assistant was asked by the San Jon Yuccas 4-H leader to participate in a 4-H Extravaganza Day to be held at their school for the elementary students. The program assistant volunteered to do something with cake decorating and found three easy cupcake decorations that could be done by youth. The program assistant demonstrated in a hands-on activity how to decorate a cup cake. Seventy youth each decorated a cupcake and gained knowledge in what a demonstration is while having fun doing it.

Farm Safety Day is an annual event in which the agent works cooperatively with the Guadalupe, and De Baca County Agents to coordinate and set up educational safety training for area third grade students. Farm safety day was held in Santa Rosa at the fairgrounds were 120 youth and teachers from Tucumcari, Santa Rosa, Fort Sumner, Logan, and Vaughn schools participated. Youth learn

about fire, food, gun, electricity, wildlife, and tool safety. The agent presented on the safe use of hand tools and power tools. Youth gained an understanding of the dangers that can happen around their homes and farms. The agent assisted in coordinating the event, organizing, and set up.

The agent assisted with Agricultural Day which was held at the Tucumcari Agricultural Science Center where 4th and 5th grade students from Tucumcari Elementary were presented topics of agriculture and the 4-H program. The agent presented on Beef Production One hundred and thirty two students attended the event and gained a better understanding of the science in agriculture and the 4-H program.

The agent applied for the NRA Grant to subsidize the 4-H Shooting Sports program with consumable items. This year the grant was for $6000. Thought the grant the 4-H program provides shells, targets, clays, safety equipment, arrows, tips, and parts needed to repair equipment. It helps 56 4-H youth in maintaining cost for participating in the program.

The agent assists 4-H members at the New Mexico State Fair and Eastern New Mexico State fair. This year the agent assisted 54 youth and 65 parents and volunteer leaders in proper feeding and care of animals, showing techniques, and the best ways to present their livestock for show. The agent is also the secretary for the Quay County Fair Board and assists in deciding rules, production of the fair book, fair set up, and operation at the fair as well as helping 4-H members with their livestock projects.

Family & Consumer Sciences

The Strong Seniors class provides the senior population of our community a resource to have an instructed, low impact, exercise program that helps them to focus on maintaining muscle mass, mobility, and balance with a low enrollment fee. The program assistant coordinated the Strong Seniors Program in which 26 participants signed up. The program uses light exercise and stretching techniques to assist older adults in maintain good physical ability and balance. The program is in partnership with Mesalands Community College, NMSU Extension, and Quay County Health Council. The Strong Seniors class met 8 times a month with an average of 19.8 participants per class.

The Program Assistant has continually held a "Wednesday Walkers" program every Wednesday morning at the Quay County fairgrounds. The program usually runs an hour and a half each week. The Program Assistant sets up chairs for resting and provides music. This program helps to promote physical activity to an older population by providing a safe environment for walking in a location free from rough terrain, dogs, and poor weather conditions.

The Program Assistant assisted with the Museum Scavenger Hunts sponsored by QCHC/HEAL. She made a trip to the Railroad Museum and created clues for the scavenger hunt. These were submitted to the Council Director. On September 27, the Program Assistant manned the registration table at the Railroad Museum to greet people, to register participants or make sure they were already registered at another museum, and to give out prizes.

Community Economic Development

The Table-Top Cooperative was established to increase access to local food, create a commercial kitchen, a food shed and store front and help beginning farmers get started. The cooperative meets on the monthly basis and has worked to hire a part-time administrative assistant to help with weekly organization details, setting-up, meetings, and grant opportunities.

Professional Development

The agent attended a "Technology in Agriculture" workshop held in Corona, NM by the NMSU Range Specialists. The program covered water monitoring technology, water quality, virtual fencing, GPS collars for livestock, and use of drones for rangeland monitoring. The agent gained new ideas adaptable to Quay County Ranchers that could be implemented.

The agriculture agent participated in State 4-H In-service that was held in Ruidoso, NM this year. In-service covered a State 4-H office update, livestock tagging information, establishing interest and building teams for contests, learning how to use the Z Suites program, district contest updates, and the NMAE4-HA meeting.

Research, Outreach and Other

Interviews for a new administrative assistant were conducted in which three candidates participated. The County Director and the program assistant conducted the interviews. One candidate was chosen in which will begin in January.

The county director has been continually working on the open Family and Consumer Science position with six applicants applying during the first opening. None of the applicants had the proper qualifications for the position and a second opening was decided. Currently the position is still open.

Total personal contacts by staff at the Quay County Extension Service for September - December - 8593.

Follow Us On:
Webpage: http://quayextension.nmsu.edu/
FaceBook: https://www.facebook.com/NMSUQuayCES

Michelle Lujan Grisham
Governor

Kelly Hamilton
Deputy Cabinet Secretary

David Dye
Cabinet Secretary Designate

Carla Walton
Deputy Cabinet Secretary

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

January 10, 2023

Lucas Bugg, Fire Marshall
Quay County
300 S. 3rd St.,
Tucumcari, NM 88401

Mr. Bugg:

The specifications you submitted on January 9, 2023, for the Wildland Fire Apparatus have been reviewed and are approved. The Conservancy #2 Fire Department is authorized to use **Fire Protection Fund Monies and Grant Award Monies** for the purchase of the Wildland Fire Apparatus. Please be advised the local government shall follow all local and state licensing and Permitting requirements. **Please be advised that the apparatus shall comply with NFPA 1906 Standards for Wildland Fire Apparatus 2016 Edition. Any exceptions made to NFPA requirements will not be approved.**

"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Wildland Fire Apparatus. The Conservancy #1 Fire Department is currently an ISO rating of 9 with a minimum yearly Fire Protection Fund Allocation of *$54,483.00.*

If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the Wildland Fire Apparatus loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If there are any questions or concerns, please feel free to contact me at any time at (505)467-9425.

Respectfully,

Derrick Rodriguez
Captain
Fire Support Bureau
State Fire Marshal's Division

Siddons Martin Emergency Group, LLC
4214 2nd St NW
Albuquerque, NM 87107
Dealer License # 3100

January 11, 2023

Lucas Bugg
CONSERVANCY FIRE DISTRICT #2
3311 QUAY ROAD 62
TUCUMCARI, NM 88401

Proposal For: 2022 Conservancy District 2 Skeeter

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CONSERVANCY FIRE DISTRICT #2. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CONSERVANCY FIRE DISTRICT #2 and training on operation and use of the apparatus.

Description		Amount
Qty. 1 - 7255 - Ford F 550 Type 5, Step Side, Lifted **(Unit Price - $291,119.00)** Delivery within 23-24 months of order date QUOTE # - SMEG-0005080-0	Vehicle Price	$291,119.00
	7255 - UNIT TOTAL	**$291,119.00**
	SUB TOTAL	$291,119.00
	HGAC FS12-19A (SKEETER)	$1,000.00
	TOTAL	**$292,119.00**

Price guaranteed for 60 days

Delivery date is dependent on chassis availability.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of New Mexico. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Ron Fuller

Ronald Fuller

I, Robert Lopez, the authorized representative of CONSERVANCY FIRE DISTRICT #2, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

1-30-2023

Signature & Date Commission Chair
Quay County

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-19A	Date Prepared:	01/13/23

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Conservancy District 2	Contractor:	Siddons-Martin Emergency Group
Contact Person:	Lucas Bugg	Prepared By:	Jeff Doran
Phone:	575-461-3645	Phone:	800-784-6806
Fax:		Fax:	
Email:	lucas.bugg@quaycounty-nm.gov	Email:	jdoran@siddons-martin.com

Product Code:	FS19BBB02	Description:	F-550 Type 5 - 7255

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $197,894.60

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$121,312.00
		Subtotal B:	$121,312.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$1,128.00
		Subtotal C:	$1,128.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0.35%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	320334.6	=	Subtotal D:	$320,334.60

E. H-GAC Order Processing Charge (Amount Per Current Policy) Fee included — Subtotal E: $1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Contract Base Discount	-$29,215.60		
		Subtotal F:	-$29,215.60

Delivery Date:	24 months ARO	G. Total Purchase Price (D+E+F):	$292,119.00

Specification for:

NWCG Type 5 Wildland Engine
Ford F550 - 4x4 - Diesel - EXT Cab
Step Side Body, Alum, 114

Submitted To:

Danny Wallace, Chief
Conservancy Fire District #2
3311 QUAY ROAD 62 Tucumcari, NM 88401

Specification **7255**
December 9, 2022

Prepared by:

Ron Fuller
Siddons-Martin Emergency Group

Proposal

We are pleased to submit the following specifications to you for a **Type 5 Skeeter Brush Truck** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC. a wholly owned company of Siddons-Martin Emergency Group, is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Hillsboro, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC. provides the very best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries $1,000,000 in liability insurance, with $3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Siddons-Martin Emergency Group sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus.

Service Advantage

Siddons-Martin Emergency Group currently staffs sixteen (16) service centers located throughout Texas, Louisiana, and New Mexico, and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. The Siddons-Martin Emergency Group Service Department is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Siddons-Martin Emergency Group employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. SMEG is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

Construction and Design

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house, and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

Chassis Operation Manual

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all of the printed material in an electronic format (Adobe Acrobat PDF).

100044.1 - PAINT

1. Cab Color: Red
2. Cab Secondary Color: N/A
3. Description: Solid Red

100489.1 - BED LINER

There shall be commercial grade bed liner sprayed over the upper body surface and to stepping surfaces.

100025.1 - CHASSIS SPECIFICATIONS

One (1) FORD F-550 two axle drive 4 x 4, dual rear wheels (DRW), Super Cab, XL cab and chassis

Measurements / Capacities:
Cab to Axle: 60 inch: (Unless superseded below in options)
Fuel tank size: 40 US Gallon
Wheelbase: 168 inches
D.E.F Tank Size: 7.4 US Gallon

Weight Ratings:
GVWR: 19,500 LBS
Front GAWR: 7,500 LBS
Rear GAWR: 14,706 LBS

Engine:
Powerstroke 6.7L Diesel V8 OHV
Intercooled Turbo
330 HP at 2,600 RPM
825 ft. lbs. of torque at 2,000 RPM

Transmission:
TorquShift 10 speed automatic transmission with overdrive.
PTO Provision

Axles:
Front Mono-beam non-independent suspension with anti-roll bar
Rear: Dana M300 rigid axle leaf spring suspension.
Differential Gears: 4.88 Gears, Limited slip Rear Differential
Electrical Shift on the fly transfer case

Wheels:
Factory Tires: 225/70R19.5G BSW A/T, Radial all weather / off road tread
Front Wheels: two (2) 19.5" x 6" Painted steel, ten (10)-hole pattern steel disc wheels, GRAY
Rear Wheels: four (4) 19.5" x 6" Painted Steel, ten (10)-hole pattern steel disc wheels, GRAY

Cab Controls:
Controls for heat, defroster, and air conditioning
Manual Door Locks: (Unless superseded below in options)
Manual Windows: (Unless superseded below in options)
Manual Mirrors: (Unless superseded below in options)
Manual tilt steering wheel: (Unless superseded below in options)

Electrical Systems:
One (1) alternator 240 amp, 12-volt
Two (2) 12-volt, 750 CCA, 78-amp hour batteries
AM/FM Stereo with MP3 Player with fixed antenna
Upfitter Switches
Upfitter Interface Module
Operator controlled Manual Regeneration System

Trailer Brake Controller
Trailer harness
High Idle Control: Capability

Safety / Security:
Air bags: Safety canopy system, first row overhead airbag restraint system, dual seat mounted side impact airbag restraint system
Brakes: 4-wheel ABS, disc brakes, brake assist
Driveline traction control
Factory jack and lug nut wrench set
Tow Hooks: front loops

Seats:
Seating capacity: six (6)
Vinyl Seat Covering
Front 40-20-40 HD folding split bench seat
Manual driver lumbar support
4-way driver seat adjustment
4-way passenger seat adjustment

Miscellaneous Included Equipment:
Power Steering
Exhaust system: horizontally mounted, discharge on passenger side of chassis aft of rear wheels.
Cooling system: protected to -30 degrees
Printed Manuals: one (1) printed chassis operation manual

Colors:
Interior color: Medium Earth Gray
Exterior cab color: Race Red (Unless superseded below in options)
Black Grill
More

204028.1 - XLT CHASSIS UPGRADE WITH CARPET DELETE (FORD ONLY)

The chassis shall include the XLT trim level. Accessories listed herein supercede the chassis option in this spec, and include the following:

Power equipment group
XL value package
Chrome front grille
Privacy glass
Sirius/XM radio
Soft armrest, grab handle, power window/lock switches
CARPET DELETE
Cloth 40/20/40 split front seats
Four-way adjustable driver/passenger headrests
Cloth 60/40 split rear seats
Advanced security pack
Autolock, Auto unlock
SecuriLock Passive Anti-theft System
Trailer brake controller

Dual Alternator 397 amp Package
400 W/110V Invertor

203918.1 - FLEET/GOVERNMENT INCENTIVE DISCOUNT

*** NOTE*** Pricing quoted is contingent upon the end user (customer) filing for and receiving OEM Fleet/Government Pricing Number.

*** FAILURE BY THE CUSTOMER TO RECEIVE THE OEM FLEET/GOVERNMENT PRICING NUMBER WILL RESULT IN FULL LIST PRICE BEING CHARGED FOR THE CHASSIS ***

100603.1 - CHASSIS LIFT KIT

A 2" chassis lift kit shall be installed. It shall consist of spacers on the front coil springs, and blocks on the rear leaf springs.

NOTE: NOT APPLICABLE FOR TIRE SIZES OVER 285/70R19.5"

204455.1 - TIRE UPGRADE, FOUNDERS M/T 225/70/R19.5

The chassis OEM tires shall be removed and replaced with six (6) Founders 225/70R19.5 tires on the OEM wheels.
The tires shall have a speed rating of â□□Kâ□□ (68mph), 14 ply sidewalls, and a max load (dual) of 3750lbs.

100451.1 - SPARE TIRE WHEEL

One (1) spare tire and wheel shall be 225/70 R19.50, radial all weather highway tread. Wheel for the spare shall be 19.50" x 6.00" steel disc, ten (10) hole pattern steel disc.

100055.1 - MOUNTING SPARE TIRE AND WHEEL

The spare tire and wheel shall be mounted on top of the water tank.

100059.1 - FRONT BUMPER

The factory bumper shall be removed and replaced with a heavy duty Ranchhand off-road bumper and grille protection assembly. The bumper extension unit shall be powder coated black to purchaser requirements. A receiver hitch shall be installed at the front of the apparatus in the front bumper. The bumper assembly shall be winch ready.

100058.1 - REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

100063.1 - FRONT BUMPER SKID PLATE 1/4"

A 1/4" (0.25") aluminum skid plate will be installed from the bumper area extending below the bumper and chassis radiator area.

869929.3 - REAR SEATING

There shall be a single seat on the rear passenger side area. This needs to a single seat that will be next to the poly compartment that is on the drivers rear side.

100065.1 - TRANSFER CASE SKID PLATE, SMALL CHASSIS

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

This option is for transfer case protection on chassis CV 515 and smaller.

100111.1 - CAB STEPS

The cab shall be equipped with steel step assemblies, on each side of the cab. There shall four (4) stirrup steps mounted two (2) each side on the cab steps. They shall be installed in the best location to allow easy access to the cab.

100086.1 - CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, map box, equipment storage, and auxiliary equipment. It shall extend fully to the dash.

100088.2 - CREW CAB EMS CABINET

The interior cab shall be equipped with an EMS storage cabinet. The cabinet shall be located be mounted between the back cab wall and the rear of the front seats. The cabinet shall be constructed of 1/2" polyurethane.

The cabinet shall be constructed to house EMS equipment.

The cabinet shall occupy the space behind the Drivers seat. The passenger rear seat shall be left in place.

100080.1 - WINCH -- FRONT MOUNTED

A Warn Winch Company Model #M12000 PN17801 12,000# capacity 12-volt electric powered winch shall be shall be

permanently installed at the front center bumper extension area . The unit shall include the following:

a) 3.86 feet per minute pulling speed at 12,000# rated load
b) 440 amps at full capacity
c) Cable roller guide assembly
d) 125 feet of 3/8" diameter galvanized cable and fairlead & safety hook assembly shall be supplied.
e) Winch speed shall be constant with forward and reverse modes controlled with a push button device at the end of a 12 feet (12') minimum control cable which connects to the winch through a weatherproof receptacle.

100178.1 - REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear reciever assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

100244.1 - FIRE PUMP SPECIFICATIONS

A Hale Model HPX200-KBD 24, 24.8 HP Kubota (water cooled) fire pump shall be installed on the apparatus to meet the following performance criteria:

280 GPM @ 10 PSI
270 GPM @ 50 PSI
200 GPM @ 100 PSI
160 GPM @ 125 PSI

The pump shall include the following components:

Self-Adjusting Mechanical Pump Seal
Bronze Alloy Impeller with Double seal ring design to eliminate end thrust
Renewable double-labyrinth type, solid Bronze Impeller Seal Ring
Precision-ground Stainless Steel Pump Shaft splined for broached impeller hubs. The pump shall have hard ceramic coating under the packing glands to reduce friction
Deep Groove Radial-Type Ball Bearings for pump shaft
High-strength aluminum alloy pump casing with bronze fittings
Aluminum alloy transmission cast with precision spur cut gears from heat-treated alloy steel
Dependable splash-type lubrication system
24.8 HP Kubota diesel powered engine
Adjustable mechanical type governor and throttle control lever
Alternator
EPA Tier 4 Emissions compliant

There shall be an electric oil less primer assembly installed for the auxiliary fire pump. The electric primer assembly shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. A vacuum test with a capped suction of at least 20' long shall develop 22" of vacuum and hold a vacuum with a drop not in excess of 10" in 5 minutes. Priming pump shall be activated by a mechanical/electric valve with a single pull control located at the pump operator's panel area.

Hale Products, Inc., herein referred to as Ã¢â□¬Å□Hale", warrants products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three years (3). This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Hale or its designee. Additional details can be found in the Skeeter user's manual for this vehicle.

100272.1 - STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

This shall include valves and hose threads.

100285.1 - VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

100483.1 - HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

100263.1 - EXHAUST SYSTEM

The auxiliary fire pump and engine assembly shall have a muffler and vertical exhaust pipe. The exhaust pipe shall be directed upward and away from the pump operator. A rain cap will be installed on the vertical exhaust outlet.

100307.1 - PRIMER ASSEMBLY

There shall be an electric oil less primer assembly installed for the auxiliary fire pump. The electric primer assembly shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. A vacuum test with a capped suction of at least 20' long shall develop 22" of vacuum and hold a vacuum with a drop not in excess of 10" in 5 minutes. Priming pump shall be activated by a mechanical/electric valve with a single pull control located at the pump operator's panel area.

100266.1 - FIRE PUMP ENCLOSURE

The fire pump house shall be installed around the pump and engine. The enclosure shall be fabricated of .125" aluminum. Hinged doors and access panels shall be installed for servicing of the engine.

If so equipped, the engine and pump control panel shall be provided at the rear of the vehicle. The following shall be located at the operator's position:

2.5" discharge pressure gauge
start/stop control
throttle control
low oil pressure warning light
tachometer (if so equipped)

The pump enclosure shall be mounted at the rear of the body.

100265.1 - PUMP CONTROL PANEL ENCLOSURE

A pump panel enclosure shall be installed. The enclosure shall be fabricated of .125" aluminum with a DA finish, bolted in place with a pump instrument panel installed.

An engine and pump control panel shall be installed in the pump panel enclosure. The following shall be on the pump panel:

2.5" discharge pressure gauge
start/stop control
throttle control
low oil pressure warning light

The pump control panel shall be installed at the passenger's side rear corner of the body.

203950.2 - DUAL ELECTRONIC PUMP CONTROLS, DIESEL PUMP

There shall be a triple electronic pump control system. One (1) control panel shall be installed in the pump control panel at the rear of the truck, one shall be installed in the walkway and one (1) control panel shall be installed in the center console of the cab.

NOTE: ***THE SYSTEM WILL ONLY WORK WITH DIESEL PUMPS ***

The dual system monitors and displays:
ï· Pump discharge pressure (PSI or
ï· Engine RPMs

- Engine temperature with warning light
- Engine Oil pressure with warning light
- Battery voltage
- Hour meter
- Power on (indicator light)

The system has controls for:
- Ignition on/off toggle switch
- Start/stop push button
- Electronic throttle toggle switch control
- Push button for wiring to an electric primer
- Automatic preheat timing
- 15-amp circuit protection

100267.1 - FUEL SYSTEM FROM CHASSIS FUEL TANK

The fuel system for the auxiliary fire pump shall be plumbed from the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

There shall be an electric fuel pump with spin on fuel filter and flexible fuel hose furnished between the chassis fuel tank and the auxiliary pump.

100256.1 - ELECTRIC START WIRING TO CHASSIS

The 12 volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

100255.1 - AUXILIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed at the passenger's side rear of the body. The sub-structure shall have welded in mounting sub-plates between the structural members.

100254.1 - PUMP ENGINE OIL DRAIN

The fire pump engine shall have an oil drain line installed. It shall allow for easy oil draining.

100253.1 - FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

100273.1 - FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100270.1 - 2-1/2" GATED INTAKE -- REAR

One (1) 2-1/2" gated suction intake shall be installed on rear area to supply the fire pump from an external water supply. The valve shall be controlled with a direct quarter-turn ball valve control handle and shall have 2-1/2" NH female thread with removable screen with plug.

100284.1 - TANK TO PUMP LINE INSTALLATION

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

100281.1 - WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

100278.1 - 3/4" GARDEN HOSE DISCHARGE -- REAR

One (1) .75" garden hose discharge shall be installed on the rear pump area, controlled by a quarter turn ball valve with local control handle. The discharge shall have a .75" male garden hose threads and cap.

100274.1 - 2-1/2" DISCHARGE -- REAR

One (1) 2-1/2" discharge shall be installed at the rear pump area, controlled by a quarter turn ball valve. The discharge shall

have 2-1/2" NH male hose threads. The discharge shall be equipped with 2-1/2" female x 1-1/2" chrome plated brass reducer, 1-1/2" chrome cap and chain.

100441.1 - FRONT OF BODY DISCHARGE (THROUGH THE TANK)

A 1.5" discharge shall be piped from the rear pump area to the front on the body. A 1.5" master control valve shall be installed at the rear pump manifold area with direct control handle. Two (2) 1" valves shall be installed at the front of the water tank.

100288.1 - HOSE REEL

One (1) Hannay aluminum hose reel shall be installed. The reel shall have leak proof ball bearing swing joint, adjustable friction brake, electric 12 volt rewind and manual crank rewind provisions.

The reel shall be mounted on the driver's side rear corner of the flatbed body.

100291.1 - REEL CAPACITY

Each hose reel shall have a capacity of 200 feet of hose.

100295.1 - HOSE REEL DISCHARGE

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high pressure hose. The quarter turn ball valve shall be on manifold.

100302.1 - NOZZLE MOUNT

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzles in place.

100297.1 - HOSE REEL HOSE

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

100303.1 - HOSE REEL ROLLER

Each hose reel shall be provided with a Hannay top mounted stainless steel roller assembly.

100280.1 - GROUND SWEEP DISCHARGES -- FRONT BUMPER

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180 degree total front sweep pattern. The flow rate shall be 15-30 gpm.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

100374.1 - MID BODY WHIP LINES

Two (2) 1" x 8 feet long 300# working pressure hose whips with threaded couplings shall be installed at front of body, one each side, with securement devices.

100259.1 - CLASS A FOAM SYSTEM

A Scotty Model #4171 Class A through-the-pump foam system shall be installed to supply all discharges. The unit shall be mounted at the rear of the apparatus, within easy reach of pump operator. The unit shall be adjustable, permitting various foam ratio percentages to be educted depending on the nozzles in use. Foam selection percentages between .07 and 3% shall be available. The foam system has been designed for simplicity of operation and maintenance. The 3/4" supply line can be disconnected from the scotty foam system and used as a flush line.

There shall be 3/4" "Y" strainer installed on the tank to the foam system.

MAXIMUM WORKING PRESSURE: 300 PSI

100226.1 - WATER TANK GAUGES

One (1) Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -
One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 tank.

100200.1 - WATER TANK SPECIFICATIONS

The water tank shall have a capacity of 400 gallons.

100203.1 - TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

100205.1 - NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

100206.1 - WATER TANK SIGHT GAUGE

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

100207.1 - FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

100209.1 - VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system shall be designed into the water tank. The system shall include a 3" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

100215.1 - PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

100216.1 - WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

100227.1 - FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 10 gallons.

100232.1 - FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be

protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

100233.1 - FOAM SYSTEM PIPING

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

100235.1 - FOAM TANK DRAIN AND VALVE PROVISIONS (FOAMPRO AND AQUIS ONLY)

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

THIS IS ONLY COMPATIBLE WITH FOAMPRO AND AQUIS FOAM SYSTEMS

100548.2 - STEP-SIDE BODY STEEL

The body will be a custom fabricated severe service step-side type, constructed of all aluminum. The body shall be 114" long by 96" wide, designed for a 60" cab to axle dimension. The body shall be specifically designed and engineered for off-road wildland firefighting.

MAIN FRAME
The body shall have 5" x 1.75" structural STEEL channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

SUB-FRAME
The cross-members shall be 3" x 2 5/16"" structural STEEL I beams with cross-members on 12" centers.

MOUNTING
The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame. The flexible mounting system shall allow for body/chassis flexing during extreme off road conditions.

SQUARE CORNERS
The front corners of the flat-bed body shall be square.

HEADACHE RACK
The front of the body shall have a 2" STEEL headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

WALKWAY
The front of the body shall have a 24" front to rear by 96" right to left walkway in front of the water tank. The walkway shall allow access from side to side of the body to have a NFPA compliant walkway surface.

FENDER PANELS
The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of STEEL. The wheel well openings will be cut out to conform to the wheels.

SIDE STEP CUBICLE
An approximate 24" wide x 20" high x 24" deep cubicle shall be constructed of polished NFPA compliant tread plate on the driver's side and passenger's side in the front of the body.

HINGED SAFETY GATE ASSEMBLY
The step-side cubicles on the driver's and passenger's side in the front of the body shall each be equipped with a swing in safety lock gate constructed out of 1" tubing. The gates shall be locked in the closed position by a locking pin and stop bracket and shall have a hydraulic cylinder to hold the gate either in the fully open or the fully closed position.

REAR BODY PANEL
A vertical body panel shall be installed at the rear of the body. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for approximately 27 degrees angle of departure.

PROTECTIVE RAILS
The upper body area shall be protected with radius corner 1" tube railing assembly installed around the top of the body. The corners of the body shall have vertical risers space in critical areas. The railings shall act as protection for the upper body structures when off road in heavy brush conditions. The rear upper body corner rails shall house the upper emergency lights and work lights.

203804.1 - PAINTED FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be Painted.

The surface shall be sanded, acid washed, acid primed, primed, and top coat painted in accordance with the paint manufacturers specifications.

203453.1 - DRIVER'S SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:
-a lift up door with latch installed
-key type door locks.
-dual gas operated door opening assistant cylinders.
-a white LED strip light that is automatically controlled by a door activated switch.
-a louvered vent
-Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together
design.

The actual door opening shall be approximately 3" smaller in dimension.

203454.1 - PASSENGERS SIDE UPPER BODY COMPARTMENT, 30"

A body equipment storage compartment shall be installed on the flatbed surface, passenger's side of the apparatus. The interior dimensions shall be approximately 48" wide, 30" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces.

The compartment shall be equipped with:
-a lift up door with latch installed
-key type door locks.
-dual gas operated door opening assistant cylinders.
-a white LED strip light that is automatically controlled by a door activated switch.
-a louvered vent
-Turtle Plastics Turtle Tile Compartment Matting shall be installed in the compartment. Turtle Tile shall be black in color and lock together
design.

The actual door opening shall be approximately 3" smaller in dimension.

100585.1 - UNDER BODY COMPARTMENTS -- REAR BODY, D/S AND P/S

Two (2) under flat bed equipment storage compartments shall be installed under the flatbed surface, on the passenger's and driver's side of the apparatus, behind the rear axle. The exterior dimensions shall be approximately: 20" wide, 15" high, and 23" deep. The compartments shall be constructed of .125" aluminum on all exterior surfaces. The compartments shall be equipped with a vertically hinged door with latch installed. The compartment shall have turtle tile installed.

The compartments shall have a LED light installed.

100159.1 - UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed. The floor shall be constructed of .190" aluminum.

The exterior dimensions shall be approximately:
108" for a 114"L bed
120" for a 138"L bed

100166.1 - REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be approximately 29" wide and full length of the compartment interior.

100164.1 - DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

The door ajar light shall be activated by door ajar switches installed on every compartment door.

203849.1 - DOOR AJAR ALARM

There shall be an audible alarm that sounds when a compartment door is open.

Location: Center Console

100171.1 - HOSE TRAY -- PASSENGERS SIDE

A hose storage tray shall be installed over the passenger's side equipment compartment, on the passenger's side of the apparatus. The exterior dimensions shall be approximately: 64" long, 16" wide, and 8" high. The hose tray shall be constructed entirely of .125" aluminum on all exterior surfaces. The assembly shall be equipped with a hinged lift up aluminum door on top, enclosed front panel, and open rear area. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The hose tray shall be equipped with Turtle Tile floor covering.

The actual door opening shall be approximately 3" smaller in dimension.

100174.1 - TOOL STORAGE TRAY/COMPARTMENT -- DRIVERS SIDE

A tool storage compartment shall be installed over the driver's side equipment compartment, on the driver's side of the apparatus. The exterior dimensions shall be approximately: 16" wide, 8" high, and 64" long. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with a hinged lift up aluminum door with a latch installed. There shall be a set of gas shocks installed on the lid of the tray to aid in opening and closing the tray in a safe manner. The compartment shall be equipped with Turtle Tile floor covering.

The actual door opening shall be approximately 3" smaller in dimension.

100180.1 - REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

100181.1 - FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

100692.1 - SIDE BODY ACCESS STEPS

There shall be a body access step assisting in access to top of the tool/hose trays from the side of the apparatus. It shall be a stirrup design, and be fabricated from 1" aluminum tubing. They shall be installed under the front of the body, one (1) each side.

100325.1 - ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12 volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

100326.1 - 12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289 degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.
All electrical wiring shall be placed in a protective loom or be harnessed.
Exposed connections shall be protected by heat shrink material and sealed connectors.
Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.
Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.
A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

100327.1 - ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

100091.1 - BATTERY SWITCH - MASTER DISCONNECT

A rotary type master disconnect switch shall be provided in the cab within easy reach of the driver. The switch shall have a switch plate with Off/On label.

There shall be a GREEN indicator light in the center console indicating the power is "ON".

100094.1 - BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12 volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be: Rear body panel, d/s

Color of Digital Status Display Center and Auto Eject: Red

Components wired hot:

203897.1 - 120 VOLT POWER SUPPLY

There shall be 120 volt power supply installed in the driver's side upper body compartment. 120 volts shall be supplied by the battery charging system, and will be energized only when the vehicle is connected to shore power. The system shall terminate with two (2) 15 amp outlets in a weatherproof box.

100328.1 - DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

100329.1 - LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

100330.1 - BRAKE, TURN, TAIL LIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, tail lights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws.

The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthead shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The lightheads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

100331.1 - BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

100712.1 - OFF-ROAD LIGHTS

There shall be two (2) FRC SoBrite 6" LED lights installed on front bumper/grille guard.

100071.1 - GROUND LIGHTS - FRONT BUMPER

Two (2) Grote #63871 LED ground lights shall be installed under the front bumper, one (1) on each side of the apparatus, wired to the Cencom, and the chassis interior lights. They shall have an aluminum housing, and be 800 lumes at 1.4 amps.

200312.1 - GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

100183.1 - GROUND LIGHTS - UNDER REAR STEP

Two (2) ground lights shall be installed under the rear step area, one on each side of the apparatus. They shall have an aluminum housing, and be 800 lumes at 1.4 amps.

100184.1 - BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

204184.1 - SCENE/SMOKE LIGHT BAR

A Vision X 20" combination smoke penetrating and flood light shall be installed. The LED scene light shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: front bumper/grille

100322.1 - SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

100503.1 - DIGITAL TILT METER

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

100107.1 - BACK-UP CAMERA SYSTEM

One (1) Rear View Systems camera system shall be furnished utilizing a camera which provides a wide field of view and picture quality. A sealed camera enclosure shall be utilized along with electronic connections. The color monitor shall be installed in cab.

One (1) camera shall cover the rear of the apparatus, which will activate during back-up mode and during normal operations if needed.

Location:

100099.1 - RADIO INSTALLATION

One (1) fire radio, one (1) faceplate (if applicable) and one (1) speaker shall be supplied by the purchaser to be installed.

THIS OPTION DOES NOT INCLUDE INSTALLATION OF ANTENNAS, CABLES, OR MDT/MCT.

ALL EQUIPMENT NECESSARY TO INSTALL/OPERATE A CUSTOMER SUPPLIED RADIO MUST BE PRESENT AT SKEETER BRUSH TRUCKS 60 DAYS PRIOR TO PRODUCTION. IF ALL COMPONENTS ARE NOT PRESENT THE RADIO WILL NOT BE INSTALLED

100620.1 - INSTALLATION -- RADIO ANTENNA

One (1) radio antenna with cable shall be supplied by the purchaser and installed on the apparatus at a location to be determined by the purchaser.

THIS OPTION DOES NOT INCLUDE INSTALLATION OF RADIOS, OR MDT/MCT.

ALL EQUIPMENT NECESSARY TO INSTALL/OPERATE A CUSTOMER SUPPLIED ANTENNA MUST BE PRESENT AT SKEETER BRUSH TRUCKS 60 DAYS PRIOR TO PRODUCTION. IF ALL COMPONENTS ARE NOT PRESENT THE ANTENNA WILL NOT BE INSTALLED

100324.1 - BACK-UP ALARM

One (1) back up alarm shall be installed.

203773.1 - ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be

provided. Siren head will be mounted on the center console in easy reach of the driver.

100313.1 - SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100 watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

100310.1 - MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

100309.1 - LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22 gauge control cable which controls all internal light functions; and one (1) 2 conductor 10 gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

100315.1 - NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The lightheads shall be surface mountable via two screws. The lightheads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS
Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS
Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthead configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

204066.1 - TRAFFIC ADVISOR, REEL PLATFORM MOUNTED

A Whelen Traffic Advisor model # TADM65 shall be installed on the rear portion of the hose reel platform to provide rear directional flashing. The traffic advisor shall incorporate a rectangular extruded black powder coated aluminum chassis with six amber TIR3 Super-LED lights with waterproof connectors. The TIR3 lights shall be installed in a clear optic hard coated polycarbonate lens housing. The traffic advisor should be connected to the CenCom Carbide to operate with the light-bar traffic advisor.

204225.1 - NFPA CAPACITIES PLACARD

Per NFPA a permanent label shall be mounted in the cab showing the following information:
A permanent label in the driving compartment shall specify the quantity and type of the following fluids used in the vehicle and tire information:
1. (1)
Engine oil
2. (2)
Engine coolant
3. (3)
Chassis transmission fluid
4. (4)
Pump transmission lubrication fluid
5. (5)
Pump priming system fluid, if applicable
6. (6)
Drive axle(s) lubrication fluid
7. (7)
Air-conditioning refrigerant
8. (8)
Air-conditioning lubrication oil
9. (9)
Power steering fluid
10. (10)
Cab tilt mechanism fluid
11. (11)
Transfer case fluid
12. (12)
Equipment rack fluid
13. (13)
CAFS air compressor system lubricant
14. (14)
Generator system lubricant
15. (15)*
Front tire cold pressure
16. (16)*
Rear tire cold pressure
17. (17)
Maximum tire speed ratings

100335.1 - CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

203904.1 - NO CAB ROOF LETTERING

100337.1 - CAB AND BODY STRIPING

The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The purchaser shall specify the color and location of the stripe.

100343.1 - FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

red diamond grade.

lime yellow diamond grade.

100345.1 - REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

red diamond grade.

lime yellow diamond grade.

100346.1 - CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

100696.1 - FOAM NOZZLE

Three (3) Task Force Tips model # DS1040BCP Bubble Cup dual gallonage foam nozzles with stainless steel shutoff ball shall be supplied. The nozzles shall be capable of producing either a fog or straight stream with the ability to instantly aspirate foam by sliding a sleeve forward. For corrosion resistance the nozzles shall be constructed from hard coat anodized aluminum. An integral pistol grip handle shall be positioned directly below the valve handle. The nozzles shall be configured for flow settings of 10 and 40 GPM at 100 PSI, and have a 1" female NH swivel rocker lug inlet and have a twist off position for positive shut off of the water flow.

100350.1 - SPANNER AND HYDRANT WRENCH SET WITH MOUNTING BRACKET

One (1) Kocheck lightweight spanner wrench holder shall be installed. The bracket shall hold one (1) hydrant wrench and two (2) universal spanners. It shall be mounted on the rear vertical exterior panel of the driver's side compartment.

100040.1 - CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:
a) Wash and clean chassis
b) Weigh chassis for NFPA reports
c) Quality control check in.

100041.1 - SEATING

There shall be a label identifying the number of seat belted locations on the unit.

100043.1 - LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

100135.1 - WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

100136.1 - SKEETER BRUSH TRUCK EMBLEMS

Five (5) Skeeter Brush Trucks emblems will be affixed to the cab and body.

100196.1 - FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

100361.1 - FIRE PUMP OPERATIONS TEST

The fire pump shall have a operational pump test performed by a Skeeter Brush Trucks technician with a run time of one (1) hour to confirm proper operations of all pump related components.

*** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.

*** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.

100362.1 - ELECTRICAL LOAD ANALYSIS

A 12 volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

100363.1 - NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

100365.1 - ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

100366.1 - APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Brush Trucks and a ten (10) year warranty on the structural integrity of the body. For warranty issues please contact your local dealer or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

100369.1 - WATER TANK WARRANTY

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES- 10 YEAR EQUIVALENT.

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

100368.1 - FIRE PUMP WARRANTY

The pump manufacturer warrants products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of three years (3). This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than the manufacturer or its designee. Items not manufactured by the manufacturer shall bear only the limited warranties offered by their respective manufacturers.

The exclusive remedy for breach of this warranty shall be to give the manufacturer written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to the manufacturer F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization. Thereupon Hale at its own election shall repair or replace the same or repay the price thereof. No proximate, incidental, consequential or other damages shall be recoverable. The manufacturer shall not be liable for consequential

damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer's product.

THE MANUFACTURER MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE. More

203945.1 - NFPA COMPLIANCE LABELS

The below listed labels shall be installed on/in the apparatus. All label shall comply with NFPA 1906, 2016 Edition standards on location and design set in each standard.

(1) NFPA 1906: 12.2.3.3 - Fluid Data Label
(2) NFPA 1906: 14.1.3.7 - Safety Sign FAMA07, Seat Belt Use
(3) NFPA 1906: 14.1.7.5 - Safety Sign FAMA43, No Helmets Vehicle in Motion
(4) NFPA 1906: 16.13.1.3.1 - Pump Test Label

100351.1 - PRE-CONSTRUCTION CONFERENCE, FACTORY

A pre-construction conference shall be held at Skeeter Brush Trucks manufacturing facility in Hillsboro, Texas. The purpose of the conference is to review and clarify aspects of apparatus components and construction. It shall be attended by representatives of the purchasing department, the apparatus dealer, and Skeeter Brush Trucks.

The transportation to this meeting shall be the responsibility of purchaser.

100651.1 - DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

100353.1 - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

204229.1 - FINAL INSPECTION, MANUFACTURING PLANT

Representatives from the purchaser and the dealer shall be present at Skeeter's manufacturing facility in Hillsboro, Tx for the final inspection of the apparatus. A factory representative will assist the purchaser with review of the specifications to confirm they match the apparatus.

Cost of transportation to and from the facility shall be the responsibility of the purchaser.

*** NOTE, UNLESS PRIOR APPROVAL BY SKEETER BRUSH TRUCKS, FINAL INSPECTION AT THE PLANT IS MANDATORY ***

100356.1 - DEMONSTRATION AND FAMILIARIZATION OF APPARATUS

The bidder shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Hillsboro, Texas.

100358.1 - DELIVERY REQUIREMENTS

The apparatus shall be picked up at the manufacturer's plant by the purchaser.

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

Report Recap - Fiscal Year 2022-2023 - Quay County - FY2023 Q2

Printed from LGBMS on 2023-01-25 17:34:39

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	1,580,127.00	0.00	2,919,930.83	-520,000.00	1,288,040.23	8,517.08	2,700,534.68	322,010.06	2,378,524.62
20200 Environmental	149,572.00	0.00	29,196.91	0.00	859.95	0.00	177,908.96	0.00	177,908.96
20300 County Property Valuation	197,065.00	0.00	54,163.47	0.00	4,967.05	0.00	246,261.42	0.00	246,261.42
20400 County Road	1,056,661.00	0.00	344,640.84	-117,635.23	967,676.73	4,073.30	320,063.18	80,639.73	239,423.45
20600 Emergency Medical Services	463.00	0.00	12,080.00	0.00	5,350.55	0.00	7,192.45	0.00	7,192.45
20800 Farm & Range	489.00	0.00	0.43	0.00	0.00	0.00	489.43	0.00	489.43
20900 Fire Protection	2,340,448.00	0.00	1,487,757.96	-84,845.00	1,041,433.47	5,753.92	2,707,681.41	0.00	2,707,681.41
21100 Law Enforcement Protection	0.00	0.00	50,000.00	0.00	10,716.27	0.00	39,283.73	0.00	39,283.73
21800 Intergovernmental Grants	50,248.00	0.00	8,847.22	0.00	19,361.30	0.00	39,733.92	0.00	39,733.92
22000 Indigent Fund	343,435.00	0.00	240,668.70	0.00	158,264.94	5,211.30	431,050.06	0.00	431,050.06
22100 Hospital Gross Receipts Tax	1,677,282.00	0.00	1,038,080.75	-81,223.80	810,556.25	0.00	1,823,582.70	0.00	1,823,582.70
22300 DWI Fund	11,970.00	0.00	63,684.00	0.00	61,688.78	152.17	14,117.39	0.00	14,117.39
22500 Clerks Recording & Filing Fund	30,771.00	0.00	6,374.68	0.00	951.52	0.00	36,194.16	0.00	36,194.16
22600 Jail - Detention	222,269.00	0.00	229,499.87	520,000.00	857,827.35	30,137.62	144,079.14	0.00	144,079.14
22700 County Emergency Communications and Medical & Behavioral Health GRT	521,509.00	0.00	370,963.66	0.00	196,871.96	-0.52	695,600.18	0.00	695,600.18
26000 American Rescue Plan Act	1,359,546.00	0.00	0.00	0.00	110,847.12	0.00	1,248,698.88	0.00	1,248,698.88
27000 LG Abatement Opioid Fund	0.00	0.00	99,883.19	0.00	0.00	0.00	99,883.19	0.00	99,883.19
29000 Local Assistance Tribal Consistency Fund-LATCF	0.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	50,000.00

29900 Other Special Revenue	427,143.00	0.00	75,136.57	81,223.80	152,531.12	25.00	430,997.25	0.00	430,997.25
30200 CDBG (HUD) Project	67,836.00	0.00	0.00	0.00	0.00	0.00	67,836.00	0.00	67,836.00
30300 State Legislative Appropriation Project	0.00	0.00	397,064.62	0.00	897,248.02	500,183.40	0.00	0.00	0.00
30400 Road/Street Projects	2,583,197.00	0.00	1,102.57	0.00	1,177,857.35	0.00	1,406,442.22	0.00	1,406,442.22
39900 Other Capital Projects	2,032,329.00	0.00	12,377.45	0.00	55,582.94	-500,183.40	1,488,940.11	0.00	1,488,940.11
40400 NMFA Loan Debt Service	263,042.00	0.00	169,495.67	202,480.23	308,228.27	5,748.04	332,537.67	0.00	332,537.67
Totals	**14,915,402.00**	**0.00**	**7,660,949.39**	**0.00**	**8,126,861.17**	**59,617.91**	**14,509,108.13**	**402,649.79**	**14,106,458.34**

[redacted] all adjustments listed on budget recap page. Please identify each transaction [redacted]

County QUARTERLY REPORT ADJUSTMENT SCHEDULE

FUND	TOTAL Adjustment AMOUNT	Detailed adjustment	Explanation
GENERAL FUND - Operating (GF)	$ 8,517.08	9,354.18	December expenditures - checks dated in January
		(837.10)	June expenditures - checks dated in July
CORRECTION	-		
ENVIRONMENTAL GRT			
County Property Valuation			
COUNTY ROAD	4073.30	4674.94	December expenditures - checks dated in January
		(601.64)	June expenditures - checks dated in July
EMS			
ENHANCED 911			
Farm & Range Improvement			
FIRE PROTECTION FUND	5753.92	6280.83	December expenditures - checks dated in January
		(526.91)	June expenditures - checks dated in July
LEPF			
LODGERS' TAX			
RECREATION			
INTERGOVERNMENTAL GRANTS			
SENIOR CITIZEN			
COUNTY INDIGENT FUND	5211.30	5211.30	December expenditures - checks dated in January
COUNTY HOSPITAL FUND			
COUNTY FIRE PROTECTION			
DWI PROGRAM	152.17	152.17	December expenditures - checks dated in January
Clerk Recording & Filing			
JAIL - DETENTION FUND	30137.62	30137.62	December expenditures - checks dated in January
OTHER	25.00	25.00	December expenditures - checks dated in January
Emergency Communications	-0.52	45.00	December expenditures - checks dated in January
		(45.52)	June expenditures - checks dated in July
NMFA PROJECT			
CAPITAL PROJECT FUNDS	(500183.40)	(500183.40)	Temporary loan until Appropriations' reimbursements
STATE LEGISLATIVE APPR PRO	500183.40	500183.40	Temporary loan until Appropriations' reimbursements
REVENUE BONDS			
DEBT SERVICE OTHER	5748.04	5748.04	December expenditures - checks dated in January
ENTERPRISE FUNDS			
Water Fund			
Solid Waste			
Waste Water			
Airport			
Ambulance			
Cemetery			
Housing			
Parking			
Other Enterprise			
Other Enterprise			
Other Enterprise			
Other Enterprise			
INTERNAL SERVICE FUNDS			
TRUST AND AGENCY FUNDS			
	59617.91	59,617.91	

QUAY COUNTY
FISCAL YEAR: 2022-23
REPORT PERIOD: 12/22

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
401 GENERAL FUND	1,580,127.04	2,919,930.83	(520,000.00)	1,288,040.23	8,517.08	2,700,534.72
402 ROAD FUND	1,056,661.48	344,640.84	(117,635.23)	967,676.73	4,073.30	320,063.66
403 FARM & RANGE FUND	489.26	.43	.00	.00	.00	489.69
406 HEALTH CARE ASSISTANCE FUND	343,435.49	240,668.70	.00	158,264.94	5,211.30	431,050.55
407 FIRE DISTRICT NO 1 FUND	118,724.69	369,275.26	(12,586.00)	16,279.08	(34.00)	459,100.87
408 FIRE DISTRICT NO 2 FUND	159,944.59	230,651.50	(6,811.50)	90,350.41	2,546.03	295,980.21
409 FIRE DISTRICT NO 3 FUND	75,175.38	89,299.20	(10,993.50)	9,320.94	.00	144,160.14
410 NARA VISA FIRE FUND	477,214.85	33,313.80	(20,713.00)	300,443.95	2,763.63	192,135.33
411 FORREST FIRE FUND	109,617.08	43,419.29	(6,295.00)	12,829.46	(31.55)	133,880.36
412 JORDAN FIRE FUND	245,339.92	373,917.02	(10,160.50)	9,662.81	478.63	599,912.26
413 BARD ENDEE FIRE FUND	537,383.77	214,667.38	.00	304,550.10	30.59	447,531.64
414 EMERGENCY MEDICAL SERVS FUND	463.15	12,080.00	.00	5,350.55	.00	7,192.60
415 QUAY FIRE DIST FUND	204,274.26	43,657.91	(11,070.00)	23,050.04	.00	213,812.13
416 FORESTRY FIRE FUNDS	147,120.81	2,484.76	.00	6,375.99	.00	143,229.58
418 PORTER FIRE DEPT.	356,008.94	43,873.77	(6,215.50)	267,842.86	.59	125,824.94
419 QUAY COUNTY EMERGENCY MANAG	50,248.20	8,847.22	.00	19,361.30	.00	39,734.12
420 QUAY COUNTY FIRE MARSHALL	56,764.56	45,682.83	.00	7,103.82	.00	95,343.57
421 DETENTION CENTER	214,171.54	229,499.87	500,000.00	847,877.35	30,137.62	125,931.68
430 SAFETY NET CARE POOL FUND	.00	.00	81,223.80	81,223.80	.00	.00
431 COUNTY EMERGENCY COMMUNICATI	521,509.42	370,963.66	.00	196,871.96	(.52)	695,600.60
499 REAPPRAISAL FUND	197,064.84	54,163.47	.00	4,967.05	.00	246,261.26
501 HOSPITAL FUND	677,282.35	428,092.41	(81,223.80)	522,809.75	.00	501,341.21
503 RURAL ADDRESSING FUND	13,032.34	53.94	.00	253.58	.00	12,832.70
510 HOSPITAL IMPROVEMENT FUND	1,000,000.00	609,988.34	.00	287,746.50	.00	1,322,241.84
516 ASAP - OTHER CHARGES	8,517.50	24.38	.00	400.00	.00	8,141.88
520 TUC. DOMESTIC VIOLENCE PROGRA	3,228.08	1,590.23	.00	2,465.97	.00	2,352.34
523 OPIOD SETTLEMENT	.00	99,883.19	.00	.00	.00	99,883.19
562 DEBT SERVICE	.00	.00	202,480.23	208,228.27	5,748.04	.00
563 NMFA DEBT RESERVE	263,041.13	169,495.67	.00	100,000.00	.00	332,536.80
607 LAW ENFORCEMENT PROTECTION F	.00	50,000.00	.00	10,716.27	.00	39,283.73
610 JUVENILE DET OFFICER FUND	8,097.16	.00	20,000.00	9,950.00	.00	18,147.16
613 PRIMARY CARE CLINIC	149,118.32	63,191.90	.00	57,810.00	.00	154,500.22
621 CLERK'S EQUIP REC FUND	30,771.24	6,374.68	.00	951.52	.00	36,194.40
622 DWI DISTRIBUTION	11,970.29	63,684.00	.00	61,688.78	152.17	14,117.68
623 ENVIRONMENTAL GROSS REC FUND	149,571.70	29,196.91	.00	859.95	.00	177,908.66
624 DWI GRANT FUND	6,766.74	.00	.00	.00	.00	6,766.74
628 MISDEMEANOR COURT COMPLIANCE	52,707.32	3,457.36	.00	379.51	25.00	55,810.17
631 DWI PROBATION FEES	20,493.52	3,485.00	.00	2,792.76	.00	21,185.76

QUAY COUNTY
FISCAL YEAR: 2022-23
REPORT PERIOD: 12/22

FUND NUMBER AND TITLE	BEGINNING CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CHANGE IN BALANCE SHEET	ENDING CASH BALANCE
632 DWI SCREENING FEES	8,960.74	750.00	.00	700.00	.00	9,010.74
634 DWI UA FEES	12,311.59	99.00	.00	129.51	.00	12,281.08
639 WILDLIFE SERVICES	4,886.03	.00	.00	.00	.00	4,886.03
649 COUNTY IMPROVEMENTS	4,530,569.37	409,442.07	.00	2,130,688.31	.00	2,809,323.13
650 ROAD EQUIPMENT FUND	84,955.56	1,102.57	.00	.00	.00	86,058.13
654 AMERICAN RESCUE PLAN ACT	1,359,545.63	.00	.00	110,847.12	.00	1,248,698.51
655 CDBG - QUAY COUNTY	37,372.80	.00	.00	.00	.00	37,372.80
656 CDBG PLANNING GRANT	30,463.63	.00	.00	.00	.00	30,463.63
658 FEDERAL - LATCF	.00	50,000.00	.00	.00	.00	50,000.00
GRAND TOTAL	14,915,402.31	7,660,949.39	.00	8,126,861.17	59,617.91	14,509,108.44

Local DWI Distribution Program
Financial Status Report

Exhibit F

Financial Status Report No.: 2

I. A. Program Name	Quay County	II. Distribution Received:	III. Distribution Balance:
B. Address:	P.O. Box 1246 Tucumcari, NM 88401	A. September: 30,656.00 B. December: 33,028.00 C. March: 0.00	A. Distribution Year To Date: $63,684.00 B. Expenditures Year To Date: $49,955.96 C. Expenditures This Quarter: $24,553.28
C. Telephone No.:	575-461-2112	D. June: 0.00	D. Distribution Balance: $13,728.04
D. Distribution No.:	23-D-D-21	E. Total Year To Date: 63,684.00	IV. Report Period Ending: 31-Dec-22

13728.04

Budget Line Items	Distribution					In-Kind Match				
	Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD		Approved Budget	Expenditures This Report	Remaining Budget	Expenditures YTD	
ADMINISTRATIVE*										
Personnel Services						6,400.00	1,716.35	2,867.30	3,532.70	Per. Serv.
Employee Benefits						1,100.00	277.69	544.62	555.38	Empl. Ben.
PROGRAM										
Personnel Services	70,660.00	16,498.00	37,914.00	32,746.00		600.00	0.00	600.00	0.00	Per. Serv.
Employee Benefits	12,800.00	2,966.72	6,051.00	6,749.00		0.00	0.00	0.00	0.00	Empl. Ben.
Travel (In-State)	2,000.00	447.12	1,552.88	447.12		400.00	0.00	400.00	0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Travel Out
Supplies	5,018.00	408.59	3,786.64	1,231.36		2,500.00	0.00	2,500.00	0.00	Supplies
Operating Costs	16,200.00	3,635.60	9,012.02	7,187.98		7,000.00	1,376.82	3,377.73	3,622.27	Operating
Contractual Services	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	Contractual
Minor Equipment	1,600.00	597.25	5.50	1,594.50		0.00	0.00	0.00	0.00	Minor Equip.
Capital Purchases	5,000.00	0.00	5,000.00	0.00		0.00	0.00	0.00	0.00	Cap Purch
TOTALS	113,278.00	24,553.28	63,322.04	49,955.96		18,000.00	3,370.86	10,289.65	7,710.35	

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, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Cheryl Simpson, Finance Director
Program Fiscal Officer (Printed Name and Title)

Cheryl Simpson 1/25/2023
Program Fiscal Officer (Signature) Date

Andrea Shafer, DWI Coordinator
Program Representative (Printed Name and Title)

Andrea Shafer 1/25/2023
Program Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

Revised: July 2022

Exhibit F (1)

0

LOCAL DWI DISTRIBUTION PROGRAM

Distribution Program Financial Status Report
Breakdown By Component

Program: Quay County
Dist. No.: 23-D-D-21
Report No. 2

Total Distribution Reported This Quarter	24,553.28
Total In-Kind Match This Quarter	3,370.86
Total Expenditures Reported This Quarter	27,924.14

Distribution:

	Budget	This Report	Remaining Budget	Expenditures YTD
Prevention	0.00		0.00	0.00
Enforcement	0.00		0.00	0.00
Screening	0.00		0.00	0.00
Treatment:Outpatient/Jailbased	0.00		0.00	0.00
Compliance Monitoring/Tracking	65,240.00	13,640.60	36,567.68	28,672.32
Coor, Plan & Eval	48,038.00	10,912.68	26,754.36	21,283.64
Alternative Sentencing	0.00		0.00	0.00
Totals:	113,278.00	24,553.28	63,322.04	49,955.96

In-Kind Match:

	Budget	This Report	Remaining Budget	Expenditures YTD
Prevention	0.00		0.00	0.00
Enforcement	0.00		0.00	0.00
Screening	1,000.00		300.00	700.00
Treatment:Outpatient/Jailbased	0.00		0.00	0.00
Compliance Monitoring/Tracking	15,500.00	3,370.86	8,489.65	7,010.35
Coor, Plan & Eval	1,500.00		1,500.00	0.00
Alternative Sentencing	0.00		0.00	0.00
Totals:	18,000.00	3,370.86	10,289.65	7,710.35

			Checks:
Total Expenditures This Period:	27,924.14	↔	27,924.14
Total Expenditures Year to Date:	57,666.31	↔	57,666.31

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Cheryl Simpson
Program Representative (Signature)

Finance Director
Title

1/25/2023
Date

Exhibit G - Distribution

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: Quay
Distribution No.: 23-D-D-21
Quarter Report No.: 2

Total Distribution This Quarter: 24,553.28
Total In-Kind Match This Quarter: 3,370.86
Total Expenditures Reported This Quarter: 27,924.14

Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier		Amount	Component
9/25-10/8/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
10/9-10/22/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
10/23-11/5/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
11/6-11/19/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
11/20-12/3/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
12/4-12/17/2022	Andrea Shafer	Coordinator	Direct Deposit		125.00	Coordination
12/4-12/17/2022	Andrea Shafer	Coordinator	Direct Deposit		1,457.60	Coordination
9/25-10/8/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance
10/9-10/22/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance
10/23-11/5/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance
11/6-11/19/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance
11/20-12/3/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance
12/4-12/17/2022	Richard Marano	Compliance Officer	Direct Deposit		125.00	Compliance
12/4-12/17/2022	Richard Marano	Compliance Officer	Direct Deposit		1,250.40	Compliance

Total Personnel Services: 16,498.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
9/25-10/8/2022	Andrea Shafer	Coordinator	Direct Deposit		263.85	Coordination
10/9-10/22/2022	Andrea Shafer	Coordinator	Direct Deposit		263.85	Coordination
10/23-11/5/2022	Andrea Shafer	Coordinator	Direct Deposit		263.85	Coordination

11/6-11/19/2022	Andrea Shafer	Coordinator	Direct Deposit		263.85		Coordination
11/20-12/3/2022	Andrea Shafer	Coordinator	Direct Deposit		263.85		Coordination
12/4-12/17/2022	Andrea Shafer	Coordinator	Direct Deposit		9.56		Coordination
12/4-12/17/2022	Andrea Shafer	Coordinator	Direct Deposit		266.15		Coordination
9/25-10/8/2022	Richard Marano	Compliance Officer	Direct Deposit		226.65		Compliance
10/9-10/22/2022	Richard Marano	Compliance Officer	Direct Deposit		226.65		Compliance
10/23-11/5/2022	Richard Marano	Compliance Officer	Direct Deposit		226.65		Compliance
11/6-11/19/2022	Richard Marano	Compliance Officer	Direct Deposit		226.65		Compliance
11/20-12/3/2022	Richard Marano	Compliance Officer	Direct Deposit		226.65		Compliance
12/4-12/17/2022	Richard Marano	Compliance Officer	Direct Deposit		9.56		Compliance
12/4-12/17/2022	Richard Marano	Compliance Officer	Direct Deposit		228.95		Compliance
					Total Employee Benefits:	2,966.72	

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount		Component
9/13-15/2022 Albuquerque	Andrea Shafer	DWI/DRE Prosecution Training	10/19/2022	Ref 480-483; Check 48581	447.12		Coordination
					Total Travel (In-State):	447.12	

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount		Component
					Total Travel (Out-of-State):	0.00	

Supplies (*List Prevention Giveaways/Promotional Items separately below)

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
9/29/2022	SPC Office Products	Office Supplies	10/19/2022	Ref 398; Check #48624	62.00		Compliance
9/8/2022	Card Service Credit - 2172	Office Supplies	10/19/2022	Ref 457; Check #48577	10.03		Compliance
9/27/2022	Card Service Credit - 2172	Office Supplies	10/19/2022	Ref 459; Check #48577	286.80		Compliance
10/13/2022	Card Service Credit - 2172	Office Supplies	12/21/2022	Ref 493; Check #49069	17.32		Complance
12/6/2022	Card Service Credit - 2172	Office Supplies	12/21/2022	Ref 496; Check #49069	32.44		Compliance

***Prevention Giveaways/Promotional Items**

					Total Supplies:	408.59	

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component

9/12/2022	Ricoh USA Inc	Copier Lease	10/5/2022	Ref 49; Check #48525	68.82		Compliance
10/13/2022	Ricoh USA Inc	Copier Lease	10/19/2022	Ref 388; Check #48619	65.54		Compliance
10/1/2022	Ricoh Supplies	Copier Copy Charges	10/19/2022	Ref 440; Check #48620	17.10		Compliance
11/1/2022	Ricoh Supplies	Copier Copy Charges	11/29/2022	Ref 475; Check #48869	17.45		Compliance
11/11/2022	Ricoh USA Inc	Copier Lease	12/8/2022	Ref 58; Check #48942	65.54		Compliance
12/1/2022	Ricoh Supplies	Copier Copy Charges	1/5/2023	Ref 592; Check #49153	25.17		Compliance
11/28/2022	Card Service Center - 2172	Conference Registration	12/21/2022	Ref 495; Check #49069	275.00		Compliance
10/3/2022	US Postal Service	P. O. Box Rent - Annual	10/5/2022	Ref 64; Check #48538	108.00		Compliance
10/31/2022	Postage by ACH	Postage Added to Meter	10/31/2022	Ref 25; ACH Transaction	29.10		Compliance
10/29/2022	Quadient	Postage Meter Lease	11/8/2022	Ref 194; Check #48774	59.51		Compliance
10/3/2022	Quay County Treasurer	Office Rent	10/5/2022	Ref 71; Check #48521	600.00		Compliance
11/7/2022	Quay County Treasurer	Office Rent	11/8/2022	Ref 126; Check #48777	600.00		Compliance
11/28/2022	Quay County Treasurer	Office Rent	12/8/2022	Ref 114; Check #48938	600.00		Compliance
10/4/2022	Xcel Energy	Electric Utility	10/19/2022	Ref 405; Check #48583	212.57		Compliance
11/1/2022	Xcel Energy	Electric Utility	11/8/2022	Ref 115; Check #48709	80.25		Compliance
12/5/2022	Xcel Energy	Electric Utility	12/15/2022	Ref 277; Check #48988	99.38		Compliance
10/12/2022	New Mexico Gas Company	Gas Utility	10/19/2022	Ref 423; Check #48637	127.00		Compliance
11/14/2022	New Mexico Gas Company	Gas Utility	11/22/2022	Ref 593; Check #48840	127.00		Compliance
12/12/2022	New Mexico Gas Company	Gas Utility	1/5/2023	Ref 582; Check #49093	127.00		Compliance
9/23/2022	City of Tucumcari	Water Utility	10/5/2022	Ref 21; Check #48494	110.39		Compliance
10/25/2022	City of Tucumcari	Water Utility	11/8/2022	Ref 16; Check #48702	110.39		Compliance
11/23/2022	City of Tucumcari	Water Utility	12/8/2022	Ref 28; Check #48891	110.39		Compliance
					Total Operating Costs:	3,635.60	

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount		Component
					Total Contractual Services:	0.00	

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
11/29/2022	Rix Security LLC	Security Camera Equipment	12/8/2022	Ref 188; Check #48943	597.25		Compliance
		(2nd Half after installation)					
					Total Minor Equipment:	597.25	

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
					Total Capital Purchases:	0.00	

Total Distribution Expenditures for the Quarter: **24,553.28**

Check: 24553.28

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Cheryl Simpson
Program Representative (Signature)

Finance Director
Title

25-Jan-23
Date

Exhibit G - Distribution In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality:	Quay
Distribution No.:	23-D-D-21
Quarter Report No.:	2

Total Distribution This Quarter:	24,553.28
Total In-Kind Match This Quarter:	3,370.86
Total Expenditures Reported This Quarter:	27,924.14

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount		Component
Oct, Nov, Dec	Cheryl Simpson	Finance Director	In Kind Certification	45 hrs@$22.45	1,010.25		Compliance
Oct, Nov, Dec	Sheryl Chambers	A/P Clerk	In Kind Certification	30 hrs@$19.37	581.10		Compliance
Oct, Nov, Dec	DWI Council Meetings	Voting Members	In Kind Certification	5 members @ $25	125.00		Compliance
					Total Personnel Services:	1,716.35	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount		Component
Oct, Nov, Dec	Cheryl Simpson	Finance Director	In Kind Certification	Benefits	176.29		Compliance
Oct, Nov, Dec	Sheryl Chambers	A/P Clerk	In Kind Certification	Benefits	101.40		Compliance
					Total Employee Benefits:	277.69	

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier		Amount		Component
					Total Personnel Services:	0.00	

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount		Component
					Total Employee Benefits:	0.00	

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount		Component
					Total Travel (In-State):	0.00	

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount		Component
					Total Travel (Out-of-State):	0.00	

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
					Total Supplies:	0.00	

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
10/1/2022	Plateau	Telephone & Internet	10/5/2022	Ref 126; Check #48483	458.96		Compliance
11/1/2022	Plateau	Telephone & Internet	11/8/2022	Ref 201; Check #48705	458.83		Compliance
12/1/2022	Plateau	Telephone & Internet	12/8/2022	Ref 158; Check #48895	459.03		Compliance
					Total Operating Costs:	1,376.82	

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount		Component
					Total Contractual Services:	0.00	

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
					Total Minor Equipment:	0.00	

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount		Component
					Total Capital Purchases:	0.00	

Total In-Kind Match: 3,370.86

Check: 3370.86

Screening Fees Collected Summary

FY23 Beginning Fee Balance for Screening	Amount of all screening fees collected this reporting period	Amount of all screening fees spent this reporting period
$ 8,960.74	$ 400.00	

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Cheryl Simpson
Program Representative (Signature)

Finance Director
Title

25-Jan-23
Date

QUITCLAIM DEED

QUAY COUNTY GOVERNMENT, a political subdivision of the State of New Mexico, for consideration paid, quitclaims to TUCUMCARI MUNICIPAL SCHOOL DISTRICT NO. 1, Tucumcari, New Mexico whose address is 700 West Amarosa Ave., Tucumcari, NM 88401, the following described real estate in Quay County, New Mexico, to-wit:

SEE ATTACHED LEGAL DESCRIPTION AND SURVEY

DATED THIS 30TH DAY OF JANUARY, 2023.

QUAY COUNTY BOARD OF COMMISSIONERS

_____ Chairman

_____ Member

_____ Member

STATE OF NEW MEXICO)

COUNTY OF QUAY)

The foregoing instrument was acknowledged before me this 30 day of January, 2023 by the Quay County Board of Commissioners; Robert Lopez, Chairman; Brian Fortner, Member; and Jerri Rush, Member.

_____, Notary Public

State of New Mexico
Notary Public
ELLEN L. WHITE
Commission# 1006761
My Comm. Exp.3-21-2023

DOC #202301300023
01/30/2023 04:27 PM Doc Type: QCD
Fee:0.00 Pages: 3 RMCCLELLAND
Quay County, NM Ellen White - County Clerk, County Cle

SEAL

DESCRIPTION - COUNTY TO SCHOOLS PARCEL

A CERTAIN PARCEL OF LAND LOCATED WITHIN THE WEST 1/2 OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF TUCUMCARI, QUAY COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS (NAD 83) AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING A POINT ON THE EASTERLY LINE OF THE SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, **WHENCE** A NAIL FOUND AT THE NORTH 1/4 CORNER OF SAID SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST BEARS NORTH 44°51'56" WEST A DISTANCE OF 933.16 FEET;

THENCE ALONG SAID EASTERLY LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 SOUTH 00°09'40" EAST A DISTANCE OF 661.92 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL HEREIN DESCRIBED, **WHENCE** A 5/8" REBAR FOUND AT THE SOUTHEASTERLY CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST BEARS SOUTH 89°27'15" EAST A DISTANCE OF 659.24 FEET;

THENCE NORTH 89°27'15" WEST A DISTANCE OF 37.91 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, **WHENCE** A 5/8" REBAR FOUND AT THE SOUTHWESTERLY CORNER OF SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 BEARS SOUTH 89°27'15" WEST A DISTANCE OF 619.91 FEET;

THENCE NORTH 00°11'21" WEST A DISTANCE OF 660.58 FEET TO THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 88°31'45" EAST A DISTANCE OF 38.24 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS ±0.5779 ACRES (25,174 SQ. FT.) MORE OR LESS.

NOTES:

1. BASIS OF BEARINGS IS S00°06'10"E , BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON.
2. THIS SURVEY IS BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83, US SURVEY FOOT, GROUND DISTANCES.

SURVEYOR'S CERTIFICATION

I, BARRY S. PHILLIPS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO FOR LEGAL DESCRIPTIONS AS DEFINED IN NMAC 12.8.2.7.A(7); AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

BARRY S. PHILLIPS NEW MEXICO 15517 LICENSED PROFESSIONAL SURVEYOR

1-12-2023

DATE

BARRY S. PHILLIPS
NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517

Bohannan Huston www.bhinc.com 800.877.5332	COUNTY TO SCHOOLS EXHIBIT	
	DATE: 01/04/2023	SHEET 1 OF 2

Thu, 12-Jan-2023 - 12:35pm, Plotted by: RSMITH
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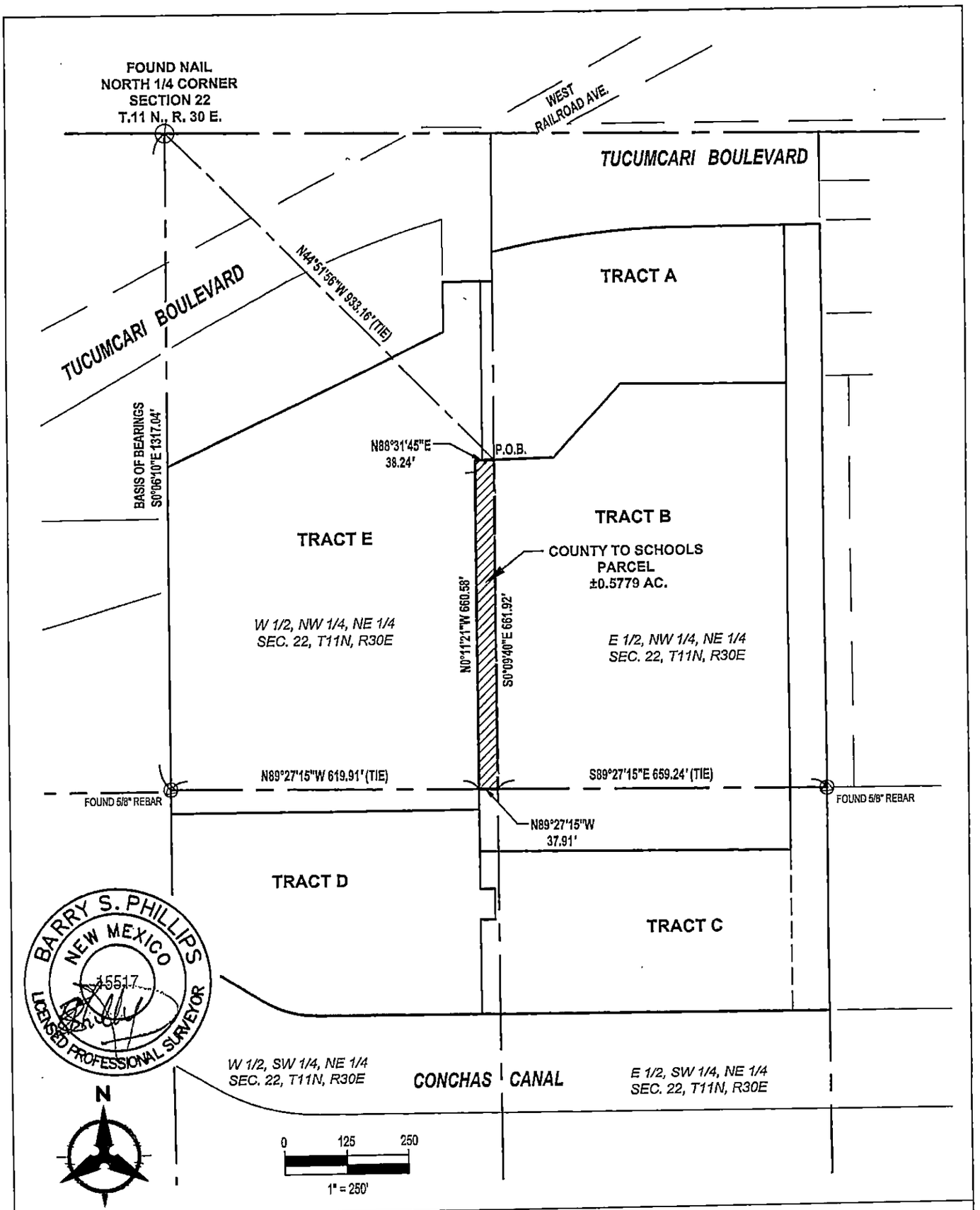
Quay County, NM Ellen White - County Clerk, County Cle
SEAL



Bohannan Huston
www.bhinc.com
800.877.5332

COUNTY TO SCHOOLS EXHIBIT

DATE: 01/04/2023

SHEET 2 OF 2

Thu, 12-Jan-2023 - 12:35:pm, Plotted by: RSMITH
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01/30/2023 04:27 PM Doc Type: QCD
Fee:0.00 Pages: 3 RMCCLELLAND
Quay County, NM Ellen White - County Clerk, County Cle

QUITCLAIM DEED

QUAY COUNTY GOVERNMENT, a political subdivision of the State of New Mexico, for consideration paid, quitclaims to the CITY OF TUCUMCARI, a Municipal Corporation, whose address is PO Box 1188, Tucumcari, NM 88401, the following described real estate in Quay County, New Mexico, to-wit:

SEE ATTACHED LEGAL DESCRIPTION AND SURVEY

DATES THIS 30TH DAY OF JANUARY, 2023.

QUAY COUNTY BOARD OF COMMISSIONERS

_____ Chairman

_____ Member

_____ Member

STATE OF NEW MEXICO)

COUNTY OF QUAY)

The foregoing instrument was acknowledged before me this 30 day of January, 2023 by the Quay County Board of Commissioners; Robert Lopez, Chairman; Brian Fortner, Member; and Jerri Rush, Member.

_____, Notary Public

State of New Mexico
Notary Public
ELLEN L. WHITE
Commission# 1006761
My Comm. Exp.3-21-2023

DESCRIPTION - COUNTY TO CITY PARCEL

A CERTAIN PARCEL OF LAND LOCATED WITHIN THE WEST 1/2 OF NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST, NEW MEXICO PRINCIPAL MERIDIAN, CITY OF TUCUMCARI, QUAY COUNTY, NEW MEXICO AND BEING MORE PARTICULARLY DESCRIBED BY NEW MEXICO STATE PLANE GRID BEARINGS (NAD 83) AND GROUND DISTANCES AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED, SAID POINT BEING A POINT ON THE EASTERLY LINE OF THE SAID WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, **WHENCE** A NAIL FOUND AT THE NORTH 1/4 CORNER OF SAID SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST BEARS NORTH 65°08'31" WEST A DISTANCE OF 724.41 FEET;

THENCE ALONG SAID EASTERLY LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22 SOUTH 00°09'40" EAST A DISTANCE OF 356.87 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL HEREIN DESCRIBED, **WHENCE** A 5/8" REBAR FOUND AT THE SOUTHEASTERLY CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 11 NORTH, RANGE 30 EAST BEARS SOUTH 44°41'35" EAST A DISTANCE OF 939.95 FEET;

THENCE SOUTH 88°31'45" WEST A DISTANCE OF 23.72 FEET TO THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 00°13'46" WEST A DISTANCE OF 357.38 FEET TO THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED;

THENCE NORTH 89°46'04" EAST A DISTANCE OF 24.14 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS ±0.1962 ACRES (8546 SQ. FT.) MORE OR LESS.

NOTES:

1. BASIS OF BEARINGS IS S00°06'10"E , BETWEEN FOUND SURVEY MONUMENTS AS SHOWN HEREON.
2. THIS SURVEY IS BASED ON NEW MEXICO STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83, US SURVEY FOOT, GROUND DISTANCES.

SURVEYOR'S CERTIFICATION

I, BARRY S. PHILLIPS, NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517, DO HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO FOR LEGAL DESCRIPTIONS AS DEFINED IN NMAC 12.8.2.7.A(7); AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

1-12-2023

BARRY S. PHILLIPS
NEW MEXICO PROFESSIONAL SURVEYOR NO. 15517

DATE

BARRY S. PHILLIPS
NEW MEXICO
15517
LICENSED PROFESSIONAL SURVEYOR

Bohannan Huston www.bhinc.com 800.877.5332	COUNTY TO CITY EXHIBIT	
	DATE: 01/04/2023	SHEET 1 OF 2

Thu, 12-Jan-2023 - 12:32:pm, Plotted by: RSMITH
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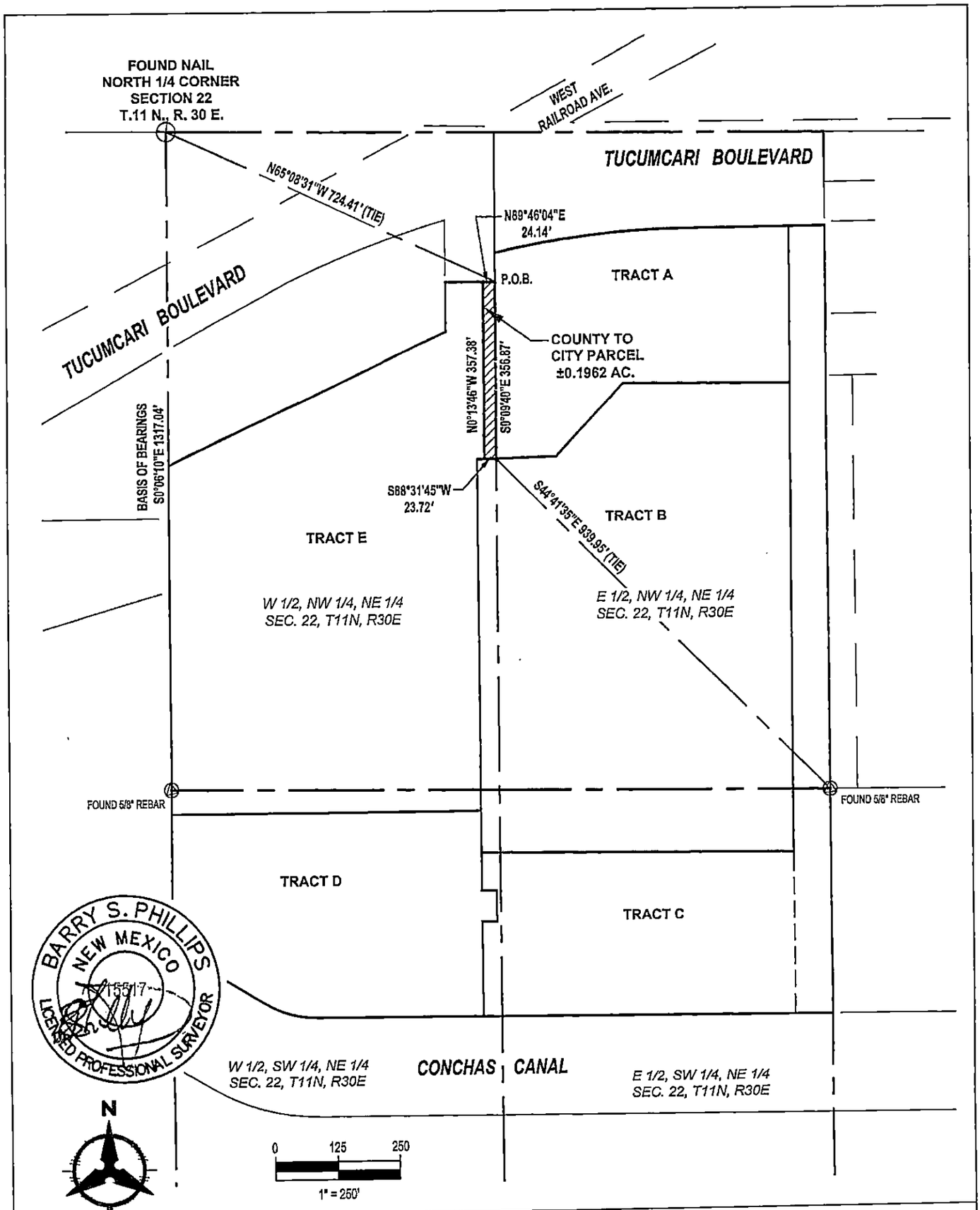
Quay County, NM Ellen White - County Clerk, County Cle
COUNTY CLERK SEAL QUAY COUNTY NEW MEXICO



Bohannan Huston
www.bhinc.com
800.877.5332

COUNTY TO CITY EXHIBIT

DATE: 01/04/2023

SHEET 2 OF 2

Thu, 12-Jan-2023 - 12:32:pm, Plotted by: RSMITH
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Michelle Lujan Grisham
Governor

Kelly Hamilton
Deputy Cabinet Secretary

David Dye
Secretary Designate

Carla Walton
Deputy Cabinet Secretary

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

January 10, 2023

Daniel Zamora, Emergency Manager
Quay County
300 S 3rd St.
Tucumcari, NM, 88401

Dear Mr. Zamora,

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) is pleased to announce Quay County has been approved for the 2022 State Homeland Security Grant Program (SHSGP).

Cyber Security	$	100,000

The total 2022 SHSGP award amount for Quay County is $100,000

All sub-recipients must comply with the Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

Please contact DHSEM's Homeland Security Bureau Chief, Adam Simonson, at 505-629-9999 or Grant Manager, Charles Caez-Martinez, at 505-220-4818 if you have any questions.

Sincerely,

Carla Walton
Deputy Secretary

P.O. Box 27111 • Santa Fe • New Mexico • 87502
Office: 505-476-9600 • Fax: 505-476-9650

State of New Mexico

DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT

2022 State Homeland Security Grant Program (SHSGP)

2022 Federal Grant No.: EMW-2022-SS-00044 Assistance Listing No.: 97.067

1. SUB-GRANT NO.	2. SUBRECIPIENT NAME	3. FIDUCIARY NAME
EMW-2022-SS-00044	Quay County	Quay County

4. SUPPLIER ID	5. EIN NUMBER	6. UEI NUMBER	7. CAGE CODE
54395	85-6000238	KSD3WG8582Z4	5RFT1

8. SUBRECIPIENT PHYSICAL ADDRESS	9. SUBRECIPIENT REMIT ADDRESS
300 S. 3rd St. Tucumcari, NM 88401	PO Box 1246 Tucumcari, NM 88401

10. NMDHSEM CONTACT NAME:	11. CONTACT DESK PHONE:	505-476-0627
Merrill Miller	11 a. CONTACT EMAIL ADDRESS:	DHSEM.Grants@DHSEM.nm.gov cc: merrill.miller@dhsem.nm.gov

12a. PERFORMANCE PERIOD START DATE	January 1, 2023	12b. PERFORMANCE PERIOD END DATE	June 30, 2024
13. TOTAL AWARDED AMOUNT		$100,000.00	

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	Cyber Security	$ 100,000.00
2		$
		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	TOTAL AWARDED AMOUNT	$ $100,000.00

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and sub-grantee.

WHEREAS, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and sub-grantee.

NOW, THEREFORE it is mutually understood and agreed between the grantee, NMDHSEM, and sub-grantee, **Quay County** hereinafter referred to as "subrecipient" as follows:

ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

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

This Agreement:

- The USDHS Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program: https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo.
- Fiscal Year 2022 Preparedness Grants Manual, FEMA Grant Programs Directorate, Version 3, May 2022: https://www.Fema.Gov/Grants/Preparedness/Manual.
- Attachment 1 USDHS Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Subgrant Agreement.
- Attachment 2 Reimbursement Checklist.
- Attachment 3 Glossary and Definitions.
- Attachment 4 Acronyms.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 117-103), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2022 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2022 SHSGP Application. All work must be completed within the performance period, between **January 1, 2023,** and **June 30, 2024.** The subrecipient shall not sub-grant any part of this award to any other entity or organization.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Contact as identified on page 1, field 10 of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely Quarterly Financial Progress Reports to the NMDHSEM Sub-grant Analyst and Quarterly Performance Progress Reports to the NMDHSEM Homeland Security Bureau (HSB) Grant Manager. Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received timely.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

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

ARTICLE 5: REIMBURSEMENTS

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

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

DELAYS AND DENIAL OF PAYMENT: Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

CONTRACTS: All contracts must be submitted to the NMDHSEM Contact for NMDHSEM review prior to implementation.

EQUIPMENT: Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may

purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

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

PER DIEM: Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021).

TRAINING: Requires NMDHSEM pre–approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After–Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

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

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable.
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
    - Participation by all participants is mandatory; and
    - The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than $60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition. Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.

- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.

ARTICLE 6: PERFORMANCE MEASURES

The Quarterly Performance Progress Report form shall demonstrate performance and progress relative to the applicable critical tasks and the performance metrics identified in the HSGP FY 2022 NOFO:

FY 2022 Critical Tasks:

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

FY 2022 Performance Metrics:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above.
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high.

ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDSHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDSHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHSEM staff.

ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program, the terms and condition of an award, or other program materials, costs charged to awards covered by the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Equipment. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): https://www.fema.gov/grants/tools/authorized-equipment-list. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Training. Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency

preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Exercises. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Maintenance and Sustainment. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's Information Bulletin (IB) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation. Project construction using SHSGP funds may not exceed the greater of $1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as

amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, firearms, grenade launchers, and bayonets; and weaponized aircraft, vessels, and vehicles of any kind is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317-326, and Appendix II.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. 200.318 through 2 C.F.R. 200.326 and Appendix II. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. 200.320. A RFA form must be approved by NMDHSEM staff prior to any-tangible expenditures.

Procurement Documentation: Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;

3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or**

administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and IB 438 Guidance for Use of Operation Stonegarden Funds for Small Unmanned Aircraft Systems and Certain Costs Related to Transportation and Medical Care: https://www.fema.gov/grants/preparedness/about/informational-bulletins, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. The sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating SHSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use SHSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The USDHS Privacy Office suggests the subrecipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 USDHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS). In August 2020, FEMA was alerted of an advisory guidance document issued by USDHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the USDHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found GSA's Programs for State and Local Governments and State and Local Governments webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs: For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Contact.

ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. 200.1, 2 C.F.R. 200 Appendix II to Part 200.

ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending $750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 C.F.R. 500 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 500 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Contact within 30 days after the subrecipient receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. 200.310 through 2 C.F.R. 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of NSGP property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An

EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

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

ARTICLE 17: PUBLICATIONS

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

ARTICLE 18: RECORDKEEPING

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

ARTICLE 19: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the NMDHSEM Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Sub-Grant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Contact **within 90 days of the POP end date.** All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Sub-grant award extensions must be received at NMDHSEM **prior to the 90-day sub-grant award termination date.** Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Contact on a case-by-case basis.

ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **January 1, 2023** through **June 30, 2024.** Further, all personnel related grant activity must be completed between **January 1, 2023** through **June 30, 2024.** Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.

- The FY 2022 SAFECOM Guidance on Emergency Communications Grants, in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
    - Priority 1: Governance and Leadership
    - Priority 2: Planning and Procedures
    - Priority 3: Training, Exercises, and Evaluation
    - Priority 4: Activities that Enhance Communications Coordination
    - Priority 5: Standards-Based Technology and Infrastructure
    - Priority 6: Cybersecurity

- Deployable / Shareable Assets: All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.

- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than $25,000.00 or fewer than 50 employees.

- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the

corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.
- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

ARTICLE 23: TERMINATION

For Cause: In compliance with 2 C.F.R. Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

ARTICLE 24: SPECIAL CONDITIONS

- The SHSGP Notice of Funding Opportunity Requirements – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.

- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from HSB and the Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.

- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.

- All subrecipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.

- All subrecipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every three years and submit to NMDHSEM no later than October 31 of that year. (May 30, bi-annually).

- All subrecipients must complete and/or revise their Stakeholder Preparedness Report (SPR) every year and submit to NMDHSEM no later than October 31 of that year.

- All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year. Please submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and the HSB Grant's Manager.

- All subrecipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP), approved by NMDHSEM and is current within two years. Subrecipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs for approval. Contact the HSB Grant Manager for more information.

- Subrecipients must have a current multi-year Integrated Preparedness Plan (IPP) that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year. Contact the HSB Grant Manager for more information.

- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the HSB Grant Manager for more information.

- All SHSGP performance activities will be monitored by the HSB Grant Manager on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.

- All revisions must be reviewed and approved by the HSB Grant Manager and ASB Staff to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.

- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.

- Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.

- A RFA form must be approved-prior to any tangible expenditures.

- All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which, may result in a subgrant amendment.

- A revision of a project's scope of work must be pre-approved by the HSB Grant Manager and ASB staff before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.

- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.

- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.

- Grant funds may not be used for the following:
  - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
  - Expenditures for weapons systems and ammunition.
  - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities
  - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
  - Costs that supplant traditional public safety positions and responsibilities
  - Activities and projects unrelated to the completion and implementation of the SHSGP Program.

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State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

SUBRECIPIENT GRANT AGREEMENT

2022 State Homeland Security Grant Program (SHSGP)

2022 Federal Grant No.: EMW-2022-SS-00044 Assistance Listing No.: 97.067

1. SUB-GRANT NO.	2. SUBRECIPIENT NAME	3. FIDUCIARY NAME
EMW-2022-SS-00044	Quay County	Quay County

4. SUPPLIER ID	5. EIN NUMBER	6. UEI NUMBER	7. CAGE CODE
54395	85-6000238	KSD3WG8582Z4	5RFT1

8. SUBRECIPIENT PHYSICAL ADDRESS	9. SUBRECIPIENT REMIT ADDRESS
300 S. 3rd St. Tucumcari, NM 88401	PO Box 1246 Tucumcari, NM 88401

10. NMDHSEM CONTACT NAME:	11. CONTACT DESK PHONE:	505-476-0627
Merrill Miller	11 a. CONTACT EMAIL ADDRESS:	DHSEM.Grants@DHSEM.nm.gov cc: merrill.miller@dhsem.nm.gov

12a. PERFORMANCE PERIOD START DATE	January 1, 2023	12b. PERFORMANCE PERIOD END DATE	June 30, 2024
13. TOTAL AWARDED AMOUNT		$100,000.00	

	14a. NAME OF PROJECT AWARD	14b. AMOUNT AWARDED
1	Cyber Security	$ 100,000.00
2		$
		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	TOTAL AWARDED AMOUNT	$ $100,000.00

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) has been designated by the United States Department of Homeland Security (USDHS) to serve as grantee and is thereby authorized to issue this agreement to the applicant, subrecipient, and sub-grantee.

WHEREAS, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and sub-grantee.

NOW, THEREFORE it is mutually understood and agreed between the grantee, NMDHSEM, and sub-grantee, **Quay County** hereinafter referred to as "subrecipient" as follows:

ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS

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

This Agreement:

- The USDHS Notice of Funding Opportunity (NOFO) Fiscal Year 2022 Homeland Security Grant Program: https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo.
- Fiscal Year 2022 Preparedness Grants Manual, FEMA Grant Programs Directorate, Version 3, May 2022: https://www.Fema.Gov/Grants/Preparedness/Manual.
- Attachment 1 USDHS Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Subgrant Agreement.
- Attachment 2 Reimbursement Checklist.
- Attachment 3 Glossary and Definitions.
- Attachment 4 Acronyms.

ARTICLE 2: SCOPE OF WORK

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 117-103), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2022 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2022 SHSGP Application. All work must be completed within the performance period, between **January 1, 2023,** and **June 30, 2024.** The subrecipient shall not sub-grant any part of this award to any other entity or organization.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Contact as identified on page 1, field 10 of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de–obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely Quarterly Financial Progress Reports to the NMDHSEM Sub-grant Analyst and Quarterly Performance Progress Reports to the NMDHSEM Homeland Security Bureau (HSB) Grant Manager. Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received timely.**

- **Final reports:** Due 15 days after the end of the POP. The Final Narrative Report will suffice as the final performance progress report.

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

ARTICLE 5: REIMBURSEMENTS

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

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

DELAYS AND DENIAL OF PAYMENT: Reduce delays in processing of payment requests by checking for accuracy prior to submission. Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The Period of Performance has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for Payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

CONTRACTS: All contracts must be submitted to the NMDHSEM Contact for NMDHSEM review prior to implementation.

EQUIPMENT: Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): www.fema.gov/grants/tools/authorized-equipment-list. Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may

purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, subrecipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

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

PER DIEM: Reimbursements for state, local, tribal, and territorial jurisdictions cannot exceed the rates of the New Mexico Per Diem and Mileage Act, NMSA 1978, Section 10-8-4 (2021).

TRAINING: Requires NMDHSEM pre–approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After–Action Report/Improvement Plan (AAR/IP) within 60 days after conduct of an exercise. The AAR/IP must be submitted to NMDHSEM's Training and Exercise Unit.

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

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - The cost of the food and/or beverages provided is considered to be reasonable.
    - The food and/or beverages provided are subject of a work-related event and work continues after meals are served.
    - Participation by all participants is mandatory; and
    - The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than $60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition. Weapons of any kind (including firearms, grenade launchers, bayonets); ammunition; and weaponized aircraft, vessels, and vehicles of any kind remain unallowable expenses under any FEMA preparedness grant program.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund–raising, including salaries of persons while engaged in these activities.
- Land acquisition.

- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.

ARTICLE 6: PERFORMANCE MEASURES

The Quarterly Performance Progress Report form shall demonstrate performance and progress relative to the applicable critical tasks and the performance metrics identified in the HSGP FY 2022 NOFO:

FY 2022 Critical Tasks:

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

FY 2022 Performance Metrics:

- Percentage of funding allocated by the recipient to core capabilities to build or sustain national priorities identified in the section above.
- Percentage of funding and projects allocated by the recipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the recipient that address a capability gap in a core capability that has a target(s) rated as high.

ARTICLE 7: SUBRECIPIENT MONITORING POLICY

The NMDSHEM as the pass-through entity is responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the responsibility to monitor the activities of the subrecipient as necessary to ensure that the sub-award is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the sub-award; and that sub-award performance goals are achieved.

In terms of overall award management, subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or sub-award, as applicable, including the terms of 2 C.F.R. Part 200.

The NMDSHEM will conduct periodic monitoring as required to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM will periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. Monitoring may include desk and field audits. Technical assistance is available from NMDHSEM staff.

ARTICLE 8: FUNDING RESTRICTIONS; ALLOWABLE AND UNALLOWABLE COSTS; AND RECOVERY OF FUNDS

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program, the terms and condition of an award, or other program materials, costs charged to awards covered by the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDHSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDHSEM may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in the USDHS NOFO Fiscal Year 2022 Homeland Security Grant Program and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Equipment. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for SHSGP are listed on the FEMA Authorized Equipment List (AEL): https://www.fema.gov/grants/tools/authorized-equipment-list. Some equipment items require prior approval from FEMA through NMDHSEM before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Subrecipients may purchase equipment not listed on the AEL, but **only** if they first seek and obtain **prior approval** from FEMA through NMDHSEM.

Unless otherwise stated, all equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance recommendations. Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

For personal protective equipment (PPE), recipients are encouraged to give procurement preference to domestic manufacturers of PPE or PPE raw materials to the maximum practicable and allowed by law.

Training. Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency

preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise.

Some training activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Exercises. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on training requirements and EHP review can be found online at https://www.fema.gov/media-library/assets/documents/90195.

Maintenance and Sustainment. Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses, and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts.

When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty, and it may only cover equipment purchased with SHSGP funds or for equipment dedicated for SHSGP-related purposes. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan must not exceed the POP of the specific grant funds used to purchase the plan or warranty.

The policy set forth in FEMA's Information Bulletin (IB) 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain USDHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than FEMA preparedness grant program dollars.

Construction and Renovation. Project construction using SHSGP funds may not exceed the greater of $1 million or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as

amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

Written approval must be provided by FEMA through NMDHSEM prior to the use of any SHSGP funds for construction or renovation. When applying for construction funds, recipients must submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Unallowable Costs

- Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, firearms, grenade launchers, and bayonets; and weaponized aircraft, vessels, and vehicles of any kind is not allowed with SHSGP funds;
- Grant funds may not be used for the purchase of equipment not approved by FEMA. Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of the following equipment: firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

ARTICLE 9: PROCUREMENT

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317-326, and Appendix II.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. 200.318 through 2 C.F.R. 200.326 and Appendix II. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. 200.320. A RFA form must be approved by NMDHSEM staff prior to any tangible expenditures.

Procurement Documentation: Per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;

3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf.

Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole–source procurement single vendor response to a competitive bid, and all purchases require prior approval of NMDHSEM.

ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

1. Placing unreasonable requirements on firms for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
7. Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or**

administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

ARTICLE 11: REQUIREMENTS FOR SMALL UNMANNED AIRCRAFT SYSTEM (sUAS)

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and IB 438 Guidance for Use of Operation Stonegarden Funds for Small Unmanned Aircraft Systems and Certain Costs Related to Transportation and Medical Care: https://www.fema.gov/grants/preparedness/about/informational-bulletins, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. The sUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating SHSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. For recipients that use SHSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to servers outside the United States. The USDHS Privacy Office suggests the subrecipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2022 USDHS Appropriations Act further requires recipients to certify they have reviewed the Industry Alert on Chinese Manufactured Unmanned Aircraft Systems and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

Acquisition and Use of Technology to Mitigate UAS (Counter-UAS). In August 2020, FEMA was alerted of an advisory guidance document issued by USDHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: https://www.dhs.gov/publication/interagency-legal-advisory-uas-detection-and-mitigation-technologies. The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

The Departments and Agencies issuing the advisory guidance document, and FEMA, do not have the authority to approve non-federal public or private use of UAS detection or mitigation capabilities, nor do they conduct legal reviews of commercially available product compliance with those laws. The advisory does not address state and local laws nor potential civil liability, which UAS detection and mitigation capabilities may also implicate.

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the USDHS press release on this topic for further information: https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft.

ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing. Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found GSA's Programs for State and Local Governments and State and Local Governments webpages.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

Other Supply Schedules and Programs: For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

1. The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
2. The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
3. The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
4. The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
5. With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the subrecipient discuss the procurement plans with its NMDHSEM Contact.

ARTICLE 13: CONTRACTS

Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants. *See* 2 C.F.R. 200.1, 2 C.F.R. 200 Appendix II to Part 200.

ARTICLE 14: AUDIT REQUIREMENTS

As the federal grant recipient, the State of New Mexico requires a subrecipient expending $750,000.00 or more in federal funds in the organization's fiscal year to conduct an organization–wide audit in accordance with 2 C.F.R. 500 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 500 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Contact within 30 days after the subrecipient receives its audit report, or within a 9–month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT

The subrecipient will follow the property standards articulated in 2 C.F.R. 200.310 through 2 C.F.R. 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

Any disposition of NSGP property or equipment must be in accordance with 2 C.F.R. 200.313(e) and pre-approved by FEMA through NMDHSEM.

ARTICLE 16: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An

EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

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

ARTICLE 17: PUBLICATIONS

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

ARTICLE 18: RECORDKEEPING

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

ARTICLE 19: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the NMDHSEM Contact for review **90 days prior** to the termination of this agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time of the request. If approved by NMDHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 20: EXTENSION REQUESTS

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests and must contain specific and compelling justifications as to why an extension is required. Requests for extensions must be submitted using the Request for Sub-Grant Extension form.

Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who experience technical issues must notify the NMDHSEM Contact **within 90 days of the POP end date.** All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy or operational challenges. Extensions are typically granted for no more than a six-month period. Extension requests cannot extend past 12 months of the original subgrant agreement end date. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

All requests for Sub-grant award extensions must be received at NMDHSEM **prior to the 90-day sub-grant award termination date.** Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the NMDHSEM Contact on a case-by-case basis.

ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **January 1, 2023** through **June 30, 2024.** Further, all personnel related grant activity must be completed between **January 1, 2023** through **June 30, 2024.** Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.

- The FY 2022 SAFECOM Guidance on Emergency Communications Grants, in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
    - Priority 1: Governance and Leadership
    - Priority 2: Planning and Procedures
    - Priority 3: Training, Exercises, and Evaluation
    - Priority 4: Activities that Enhance Communications Coordination
    - Priority 5: Standards-Based Technology and Infrastructure
    - Priority 6: Cybersecurity

- Deployable / Shareable Assets: All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.

- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.

- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.

- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than $25,000.00 or fewer than 50 employees.

- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I–9, Immigration & Naturalization Service Employment Eligibility.

ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the

corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.
- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

ARTICLE 23: TERMINATION

For Cause: In compliance with 2 C.F.R. Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

For Convenience: In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance, or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. 200.313(e).

ARTICLE 24: SPECIAL CONDITIONS

- The SHSGP Notice of Funding Opportunity Requirements – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.

- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from HSB and the Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.

- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.

- All subrecipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.

- All subrecipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every three years and submit to NMDHSEM no later than October 31 of that year. (May 30, bi-annually).

- All subrecipients must complete and/or revise their Stakeholder Preparedness Report (SPR) every year and submit to NMDHSEM no later than October 31 of that year.

- All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year. Please submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and the HSB Grant's Manager.

- All subrecipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP), approved by NMDHSEM and is current within two years. Subrecipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs for approval. Contact the HSB Grant Manager for more information.

- Subrecipients must have a current multi-year Integrated Preparedness Plan (IPP) that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year. Contact the HSB Grant Manager for more information.

- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the HSB Grant Manager for more information.

- All SHSGP performance activities will be monitored by the HSB Grant Manager on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.

- All revisions must be reviewed and approved by the HSB Grant Manager and ASB Staff to ensure that the proposed project meets all federal and state eligibility requirements. All Revisions must meet the original scope of the project.

- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) https://www.fema.gov/sites/default/files/2020-04/Price_Wavier_Act_Clarification_IB_421A_Final_06-04-19.pdf.

- Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the Period of Performance. Final reports are due 15 days after the end of Period of Performance.

- A RFA form must be approved-prior to any tangible expenditures.

- All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which, may result in a subgrant amendment.

- A revision of a project's scope of work must be pre-approved by the HSB Grant Manager and ASB staff before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.

- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.

- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the subrecipient of this award.

- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.

- Grant funds may not be used for the following:
  - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
  - Expenditures for weapons systems and ammunition.
  - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities
  - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
  - Costs that supplant traditional public safety positions and responsibilities
  - Activities and projects unrelated to the completion and implementation of the SHSGP Program.

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State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management. By signing this obligating award document, the subrecipient certifies it has read, understood, and accepted these documents as binding.

SUBRECIPIENT SUBGRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT AGREEMENT NO:	EMW-2022-SS-00044	TOTAL AWARDED AMOUNT:	$100,000.00
PERFORMANCE PERIOD START DATE:	January 1, 2023	PERFORMANCE PERIOD END DATE:	June 30, 2024
EMERGENCY MANAGEMENT PROGRAM MANAGER PRINTED NAME:	Daniel Zamora		
OFFICIAL SIGNATURE:		DATE:	January 30, 2023
CONTACT NUMBER:	575-461-2112	E-MAIL ADDRESS:	daniel.zamora@quaycounty-nm.gov
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:	Cheryl Simpson		
OFFICIAL SIGNATURE:	Cheryl Simpson	Date:	January 30, 2023
CONTACT NUMBER:	575-461-2112	E-MAIL ADDRESS:	cheryl.simpson@quaycounty-nm.gov
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME:	Robert Lopez		
OFFICIAL SIGNATURE:		DATE:	January 30, 2023
CONTACT NUMBER:	575-461-2112	E-MAIL ADDRESS:	
NMDHSEM SIGNATURES			
GRANTS UNIT MANAGER PRINTED NAME: Valli Wasp			
GRANTS UNIT MANAGER OFFICIAL SIGNATURE / DATE:			
BUREAU CHIEF MANAGER PRINTED NAME: Carla Walton			
BUREAU CHIEF MANAGER OFFICIAL SIGNATURE / DATE:			
CABINET SECRETARY PRINTED NAME: David Dye			
CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Print one original agreement, sign, and email to: DHSEM.Grants@dhsem.nm.gov